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The Solicitors' Journal.

LONDON, JUNE 1, 1872.

THE LORDS JUSTICES had before them this week in Sir W. Russell's case, among the bankruptcy appeals, an important question respecting the application of Part VI. of the Bankruptcy Act, 1869 (liquidation by arrangement), to Part V., which relates to the bankruptcies of persons having privilege of Parliament. In Part V., section 121, provides that if an M.P. is adjudged bankrupt, he shall be for one year from the date of adjudication incapable of sitting and voting in the House, unless within that time either the order is annulled or the creditors who prove under the bankruptcy are fully paid or satisfied; and by section 122, "If within the time aforesaid the order of adjudication is not annulled, and the debts of the bankrupt are not fully paid or satisfied as aforesaid, then the Court shall, immediately after the expiration of that time, certify the same to the Speaker of the House of Commons, and thereupon the seat of such member shall be vacant." In Part VI., section 125, sub-section 7, provides that, with certain modifications relating to the close of a bankruptcy, the discharge of a bankrupt, the release of the trustee, and the audit of accounts, "all the provisions of this Act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement in the same manner as if the word 'bankrupt' included a debtor whose affairs are under liquidation, and the word 'bankruptcy' included liquidation by arrangement." Sir William Russell, M.P., in March, 1870, filed a petition for liquidation by arrangement, and in May his creditors resolved upon a liquidation, and the resolution was soon afterwards duly registered. In March, 1872, Mr. Pooley, one of the creditors, moved the Court of Bankruptcy to issue a certificate to the Speaker stating the above facts, and "that although more than a year had elapsed since the date of the passing of the resolution, the debts of the creditors were proved not to have been fully paid and satisfied." The registrar, sitting as chief judge, refused the application, and on appeal this decision was on Thursday affirmed by the Lords Justices. They held that the 7th sub-section of section 125 has not the effect of extending the provisions of section 122 to the case of a liquidation by arrangement, and they observed that the Speaker would be placed in a position of great difficulty if a certificate were sent to him in any other than the exact words of section 122. They were of opinion that sub-section 7 was intended to import into liquidation only those provisions of the Act as to bankruptcy which relate to matters between the bankrupt and his creditors, and not to those which deal with a constitutional question affecting the House of Commons, with which the creditors have no concern. It is to be observed that the Act passed in 1871 (34 & 35 Vict. c. 50) to deprive bankrupt peers of the right of sitting and voting in the House of Lords, by section 3 provides that a peer shall be deemed to have become bankrupt "when a special resolution has been passed in pursuance of the Bankruptcy Act, 1869, declaring that his affairs are to be liquidated by arrangement, from and after the date of the registration of such resolution." It thus appears that liquidation by arrangement has a different effect on the rights of peers to vote from that which it has on those of members of the House of Commons. This is a singular anomaly.

THE BALLOT BILL, upon which, according to the computation of Sir Wilfrid Lawson, there have now been 131 divisions, passed the Commons on Thursday. A final attempt by Mr. Maguire to expunge on the third reading the provision enabling the Ballot papers of illiterate voters to be marked for them by the returning officers, was defeated by 279 to 61. The final majority for the third reading was a comparatively narrow one—274 to 216. The House of Commons, as we have before observed, do not seem to have fully comprehended the bearing of the most important proposals made during the passage of this measure. They rejected the counterfoil system, apparently from failing to see that it would restrain personation without endangering secrecy; while in some subsequent matters, this one respecting illiterate voters amongst others, they have really impaired the secrecy.

MR. WILLIAM BURCHELL, the undersheriff of Middlesex, writes to the newspapers to complain that the provisions of the new Jury Bill will be impossible to carry out. There can be no doubt that it will entail a considerable amount of labour on him, or on some one in his office, but, even if it is laborious, we cannot think that it can be impossible to keep a fairly accurate register of the services of jurymen. Mr. Burchell points out that the copying entries from an old jury-book to the new one will take some time, and that in the meantime jurors will have to be summoned. This is true enough; but we do not see the great difficulty of consulting both books for the purpose of making out such panels as have to be made before the copying can be done. Mr. Burchell misquotes the bill when he says that it requires the copying to be done *before* any jury is summoned therefrom. However, as Mr. Burchell very truly says, it is from the special jurors, who have hitherto, we are told, been summoned by ballot, that the complaints of summonses out of turn have principally come. At least, a register of these can be kept, and they can be served in rotation.

The most satisfactory part of Mr. Burchell's letter is that he promises to give to the public a comprehensive view of this matter, showing what the defects of the jury law are, and why all attempts to remedy them have hitherto failed. We hope that this comprehensive view will come in time to assist the select committee of the House of Commons in putting the Jury Bill into a satisfactory shape, and in getting it passed this session.

THE LORDS JUSTICES gave judgment this day week on the appeal in *Harris' case* (*Re Imperial Land Company of Marseilles*), in which the presumption of law as to "notice by post" was again brought in question. The subject is an extremely important one, from the frequency of its recurrence in every-day experience. In the case now under notice, the question was raised, as in *Reidpath's case* (19 W. R. 219), and *Townsend's case* (20 W. R. 164), upon a letter of allotment of shares in a joint stock company. It may be remembered by the reader that some difficulty has been experienced in reconciling the decisions on the subject. *Dunlop* v. *Higgins* (1 H. L. 381) has been commonly cited as ruling broadly that where a contract has been proffered it is clinched by the posting of a letter of acceptance; but the judges in the Exchequer Chamber, in *British and American Telegraph Company* v. *Colson* (L. R. 6 Ex. 108), after commenting on the inaccuracy of the report of *Dunlop* v. *Higgins*, treated that case as actually deciding no more than that a party posting a letter in compliance with his

duty to another party with whom he is negotiating, is not responsible for mere delay of the Post-office in delivering. In *Colson's case* the letter of allotment miscarried *in toto*. In *Townsend's case*, Townsend had given an imperfect address, and Malins, V.C., treating this as the cause of a delay in delivery, held that the company were certainly not responsible for that, the result being that the allotment was dated from the posting of their letter, and a letter which Townsend sent in the interim between the posting of their letter and its delivery to him, retracting his application, was not admitted to be in time. *Reidpath's case* (19 W. R. 219) and *Finucane's case* (17 W. R. 813) were allotment cases before the Master of the Rolls, and in each of these cases it appeared that the letter of allotment which the company had posted had never reached its destination; in both cases the Master of the Rolls, after considering the authorities, declined to fix the offering party with the company's acceptance of his offer. Up to the present time the result of the authorities appeared to be this—that when the acceptation sent by post is merely delayed in delivery, the party addressed is bound as from the date when it was posted; but that if the communication miscarries *in toto*, the person to whom it was addressed is not bound at all. It must be borne in mind, of course, that there are cases in which it is a part of the contract that mere posting of a letter shall be notice to the party addressed; as, for instance, by usage in the case of dishonouring a bill of exchange, or by express stipulation or statutory enactment. In the case decided by the Lords Justices this day week the letter of allotment did not miscarry *in toto*, but their Lordships, considering the case undistinguishable from *Dunlop* v. *Higgins*, held the contract to have been completed as from the time when the letter of allotment was posted. In the course of their examination of the authorities they noticed the distinction which, as above-mentioned, has been drawn between the case of a letter which never arrives and one which is only delayed; and though they certainly did not venture to dissent in terms from that distinction, as taken in the case before the Exchequer Chamber, it was evident that their Lordships, especially Lord Justice Mellish, regarded it with small favour.

We report in another column a case in bankruptcy before Mr. Registrar Roche, sitting as Chief Judge, in which a very important question arose for decision. Section 125 of the Bankruptcy Act, 1871, the section under which liquidations by arrangement take place, says that the requisite majority of a man's creditors may, in the manner provided by the Act, or to be provided by the rules, resolve that "the affairs of the debtor are to be liquidated by arrangement and not in bankruptcy," and may "appoint a trustee," in whom the property of the debtor shall vest. In the case now in question a liquidation resolution was come to by the statutory majority of creditors, and a trustee was appointed. But it appeared that there were no assets whatever to vest in the trustee, and that there were no affairs of the debtor to liquidate, unless merely releasing him from his debts without more was liquidating his affairs. The registrar held that the Act did not apply to such a case at all. We think he is right; any other result would certainly lead to grave abuses.

We may observe in passing that it is very unsatisfactory to have one registrar deciding a question of law, and another, sitting as Chief Judge, sitting in appeal upon his decision.

CONDITION IN CHARTER-PARTY THAT CHARTERER'S LIABILITY SHALL CEASE.

A point arose in the recent case of *Christoffersen* v. *Hanson* (Q. B. 20 W. R. 626) upon which there has been a good deal of fluctuation of opinion. It is not uncommon for the charterer of a ship to stipulate that he shall be freed from liability on the charter-party as soon as the cargo is shipped. When this is done, although by clear express words the parties to a contract may stipulate as they please, and dispense with the necessity of looking for reasons yet it is natural to seek in the contract, or its circumstances, some ground for this release of the shipowner's rights. A ground may exist in either of two circumstances; first, the charterer may be only an agent, having a foreign principal, so that the discharge of the agent from liability on the contract signed by him still leaves the principal liable upon it; secondly, the charter-party may give the shipowner a lien more extensive than he would have at common law, and including those matters in respect of which personal liability is extinguished; and with a view to this substituted security the proviso is usually added that the cargo must equal in value the liabilities. Where the first of these reasons exists there may still, in the absence of very clear words, be a question upon the terms of the stipulation, whether the charterer has succeeded in liberating himself from all liabilities upon the charter-party, both such as may arise after the shipment and such as have already arisen and become vested causes of action, or whether he has only protected himself against the former. It is a very material indication of an intention to free him from both if the charter-party gives a lien for both; on the other hand, there being a principal in the background, it is by no means conclusive against this construction that the lien does not cover the second branch —namely, the liabilities which have already accrued. Where however the first reason does not exist, and it is the principal who is seeking to discharge himself from liability, it will (in the absence of precise words) be almost impossible to reach the wider construction, unless the lien is as extensive as the liabilities.

In *Oglesby* v. *Yglesias* (E. B. & E. 930, 6 W. R. 690) and *Milvain* v. *Perry* (3 E. & E. 495, 9 W. R. 269) the words were precise, that the charterer was to be relieved from liability as to all matters, "as well before as after the shipping of the cargo"; there was, therefore, no room for reasoning about the intention of the parties: it was too plainly expressed to be mistaken. In both cases the defendant, though signing in his own name, was acting as agent; in neither was there a lien.

In *Pedersen* v. *Lotinga* (5 W. R. 290), however, the words were more vague—"This charter being concluded by him (the defendant) on behalf of another party, it is agreed that *all liability of the former shall cease* as soon as he has shipped the cargo, the owners and master agreeing to rest solely on their lien on the cargo for freight and demurrage." Here the phrase "all liability" was ambiguous. The form of the clause, however, seemed to show that the lien was taken in substitution for the personal liability released, and that the release was, therefore, no larger than the lien. The Court (after some doubt) held that the lien covered only the demurrage at the port of discharge; consequently held that the relief from liability only related to the same; and therefore decided that an action against the defendant for demurrage at the port of loading was maintainable.

But in *Bannister* v. *Breslauer* (15 W. R. 480, L. R. 2 C. P. 497, an extremely stringent construction was put on the words "the charterers' liability on the charter to cease when cargo is shipped." The charter-party was made by the defendants, not as agents (as Blackburn, J., seemed in the present case to think), but on their own account. The first reason, therefore, for limiting their liability was wholly wanting. With respect to the second reason, the words relating to the lien were in some respects unusually strong—viz., "the captain having an absolute lien on it (the cargo) for freight, dead freight, and demurrage, which he as owner shall be bound to exercise." If, then, the lien extended to all liabilities under the charter-party, there was great reason to say that the personal liability of the charterers as to matters occurring as well before as after the shipment, was gone. The action was brought for damages for detention at the port of loading; but the Court

clearly assumed that it was brought for demurrage at the port of loading, and they held that it applied to such demurrage as well as to demurrage at the port of discharge. The result was that they interpreted the words "liability shall cease," as meaning "liability to be sued shall cease," not as meaning "liability to fresh causes of action shall cease." But it was not observed that, even assuming the lien extended to *demurrage* at the port of loading, or even to damages for detention, there might still be other causes of action, already accrued, for which no lien was given at all, and as to which, therefore, the shipowner would by this construction lose all remedy.

Now, in *Gray* v. *Carr* (19 W. R. 1173, L. R. 6 Q. B. 522, 15 S. J. 921) this point rose incidently for discussion in the Exchequer Chamber. There the order of the clause was reversed; it ran—"The owners to have an absolute lien on the cargo for all freight, dead freight, demurrage, and average; and the charterer's responsibilities to cease on shipment of the cargo." The charterer was principal. It was held by the Court of Queen's Bench and the Exchequer Chamber that the lien covered demurrage at the port of loading, but not damages for detention. If, then, the provision that the charterer's responsibilities should cease on shipment, applied to a matter which had occurred previous to the shipment, a valid cause of action was taken away from the shipowner without any compensatory remedy. It did not become absolutely necessary to decide this latter point, but all the judges who referred to it were clearly of opinion that this would not be so; and they, not merely by inference, but in terms, dissented from the decision in *Bannister* v. *Breslauer*.

Under the light thrown upon the matter in the discussion it received in *Gray* v. *Carr*, the point has again arisen in *Christofferson* v. *Hanson*, where the words were that the charter-party, being concluded by the defendant on behalf of another party resident abroad, all liability of the defendant should cease as soon as he had shipped the cargo. Here nothing is said about lien, but in other respects the words are almost identical with those in *Pedersen* v. *Lotinga*, and the Court put the same construction upon them; the total absence of a proviso as to lien here corresponded to the limitation of it in the earlier case. Here however, the action was brought for damages for detention, and it would have required very express words indeed to create a lien for these unliquidated damages. But suppose there were such a lien for demurrage as in *Pedersen* v. *Lotinga*, what would be its effect upon an action brought for *demurrage* at the port of loading? It seems from *Gray* v. *Carr*, on this point assenting to *Bannister* v. *Breslauer*, that such a lien would have included demurrage at the port of loading as well as at the port of discharge. To this extent, therefore, *Pedersen* v. *Lotinga* cannot be relied on. But granting this, would there have been a defence to an action for such demurrage? This seems doubtful; the existence of a lien gives a reason for interpreting the words as discharging from liability to actions, in so far as the lien provides a substitute; but the words to be interpreted are "all *liability* shall cease," or their equivalent; everything, therefore, turns on the meaning of *liability*. If it is once given in the sense of *liability to be sued*, then *all* personal rights of action on the charter-party are gone, whether a lien is substituted or not. To say that a second operation is to be performed, and that after having determined the general meaning of *liability* by the extent of the lien, you are again to narrow its contents by the limits of the lien, is to use a somewhat elaborate and far-fetched process; and it seems much safer to disregard *Bannister* v. *Breslauer* altogether on this point, and to require, for the purpose of divesting vested rights of action, express words, such as occurred in *Oglesby* v. *Yglesias* and *Milvain* v. *Perez*, disregarding the uncertain reasonings which are based upon the extent of the lien.

ACCOUNTS WITH RESTS AGAINST MORTGAGEE IN POSSESSION.

When a mortgagee is in possession, and the rents and profits received by him in that character have exceeded the interest payable on the mortgage debt *Thorneycroft* v. *Garnett*, 2 H. L. Cas. 239), the Court *may* direct the account to be taken against him with rests, *i.e.*, may direct a balance to be struck periodically, generally at the end of every year, and the surplus of the rents and profits, after satisfying the interest, to be applied in reduction of the principal (*Wilson* v *Cluer*, 3 Beav. 136). We say the Court *may* give this direction, for such direction is by no means of course (*Webber* v. *Hunt*, 1 Madd. 13), and will be given under special circumstances only (*Davis* v. *May*, 19 Ves. 383). Rests will not be directed on account of every trifling excess of rents and profits over interest (*Shephard* v. *Elliot*, 4 Madd. 254), nor if there was an arrear of interest due on the mortgage at the time of the vendor's taking possession (*Finch* v. *Brown*, 3 Beav. 70). According to Sir George Turner, L.J., an account will not be directed with rests against a mortgagee in possession, except in the case of no arrear of interest having been due at the time when he took possession (*Nelson* v. [illegible], 6 W. R. 845, 3 De G. & J. 119). This is the ord[illegible]y rule. The reason of this the learned Lord Justice explained to be that a mortgagee is not bound to receive payment of his debt by driblets (*Horlock* v. *Smith*, 1 Coll. 287). If he enters into possession when no arrear of interest is due he evidences his intention to receive payment of his debt by driblets, and the account therefore goes with rests; but if the interest is in arrear when he takes possession the fact of his taking possession affords no evidence of his intention to receive payment of his debt by driblets, as he is driven to take possession by the non-payment of the interest, and the account therefore goes in the common way, until the whole debt is satisfied. From the time when the debt is ascertained to be paid off annual rests will be directed if he has continued in possession (*Wilson* v. *Cluer*, 3 Beav. 136).

It has been held, as we have seen, that as a general rule, annual rests are not directed against a mortgagee in possession when the interest is in arrear at the time he took possession; but we are aware of no case in which the converse has been expressly determined, namely, that a mortgagee who enters before any interest is in arrear shall on that ground solely be liable to account with annual rests. The mere fact of an arrear of interest being or not being due to the mortgagee at the time of taking possession is not decisive upon the question of rests, but every attendant circumstance must be regarded (*Horlock* v. *Smith*, *sup.*). Thus, where interest was payable half yearly by an understanding between the parties, and there was half a year's interest due when the mortgagee entered into possession, Lord Langdale, M R., held that there was sufficient arrear of interest to protect the mortgagee from annual rests (*Moore* v. *Painter*, 6 Jur. 903). And in a case where acceptances had been endorsed to the mortgagee for the arrears of interest, and before such bills were payable the mortgagee entered into possession, it was determined, the bills having been subsequently dishonoured, that the interest must be considered as being in arrear, so as to preclude the mortgagor from claiming to have the account taken with rests (*Dobson* v. *Land*, 4 De. G. & Sm. 575).

A mortgagor of *leasehold* property may take possession, even where there is no arrear of interest due to him, under circumstances which will not render him liable to account with annual rests; as when he enters in order to prevent a forfeiture of the lease for non payment of ground rent; but in that case it is incumbent on him to show that his entry into possession took place for the

preservation of the property, and for no other reason (*Patch* v. *Wd.* 9 W. R. 844, 30 Beav. 99).

It must not, we submit, be inferred from *Patch* v. *Ward* that the Court will make any distinction of principle in the case of leasehold property, but only that in the case of leasehold property which from its nature is subject to forfeiture by non-compliance with the lessee's covenants, a mortgagee entering into possession before interest is in arrear is at liberty to show that he entered for the purpose of preserving the property rather than of paying himself off out of the rents and profits; and if he can show this the account will go in the ordinary way. It would be dangerous to regard *Patch* v. *Ward* as establishing any principle.

In Ireland, half-yearly rents are made without a special direction to that effect (*Graham* v. *Walker*, 11 Ir. Eq. R. 415; see Fisher on Mortgages p. 894), but a different rule prevails here. Our Court will not direct the account to be taken with rests when no special case for that form of decree has been made on the pleadings (*Neeson* v. *Clarkson*, 4 Ha. 97), nor, as was said in *Davis* v. *May* (*sup.*), for a particular period, as from the time when the arrears of interest were wiped out by the rents and profits received. When the liability to account *without* annual rests once begins (as on an entry after interest in arrear) it must continue until changed by some further agreement come to between the parties (*Scholefield* v. *Lockwood*, 11 W. R. 555, 32 Beav. 439).

In *Latter* v. *Dashwood* (6 Sim. 462) the grantee of an estate in trust to sell and pay off a mortgage, and for other purposes, took a transfer of the mortgage to himself and entered into possession, but did not sell the estate. After twenty-four years' possession the owner of the equity of redemption filed a bill to redeem; and it appearing that for the first ten years the rents had been less than the interest on the debt, although for the remainder of the time they had exceeded it, the Court made the common redemption decree, and refused to direct annual rests. And in general, if a mortgagee is not liable to account with annual rests at the time when he enters into possession, he does not became so liable until the whole of the debt is paid off (*Wilson* v. *Cluer*, *sup.*) From that period annual rests will be directed (*Wilson* v. *Metcalfe*, 1 Russ. 530), and a mortgagee in possession who thus became overpaid pending a suit to redeem him, was charged with interest on the balance from the date of the report, and on rents subsequently received by him from the respective times when they were so received (*Lloyd* v. *Jones*, 12 Sim. 490).

Where a mortgagee in possession, with an arrear of interest owing to him, settled an account with the mortgagor, whereby all arrears of interest, &c., were capitalised, and the mortgagee continued in possession, the rent being more than sufficient to keep down the interest on the new principal debt, annual rests were directed from the date of the settled account, Lord Langdale, M.R., considering the settled account as equivalent to a rest made by the parties themselves (*Wilson* v. *Cluer*, *sup*).

Where the mortgagee had been in occupation of the premises and charged with an occupation rent, annual rents were directed in an account of such rent as well as of rents and profits received (*Wilson* v. *Metcalfe*, *sup.*), but where the mortgagee had been in occupation as tenant of the mortgagor, and not as mortgagee, rests were not directed (*Page* v. *Linwood*, 2 Cl. & F. 399). This is a distinction to be borne in mind.

After the time is ascertained at which the mortgage debt was paid off, annual rests from that date may be directed against the mortgagee in possession, though they were not directed by the previous orders and decrees under which those accounts were taken (*Wilson* v. *Metcalfe*, *sup.*). Where, however, rests have not been directed at the hearing, a direction to that effect could not be made by the Master (*Webber* v. *Hunt*, *sup.*); nor can be now made in Chambers either under 15 & 16 Vict. c. 86, s. 54, or Gen. Ord. xxxv. rule 19 (*Nelson* v. *Booth*, *sup.*).

Where a decree for an account with annual rests had been made in a redemption suit, and the suit having been abandoned without prosecution of the decree the defendant filed a foreclosure bill, it was held that the accounts under the decree in the latter suit must be taken on the same principle, viz., with annual rests (*Manning* v. *Islip*, 20 Beav. 654).

Rests will sometimes be directed by way of penalty, as where the defendant in a redemption suit set up by his answer an unfounded claim to the equity of redemption, and alleged, contrary to the fact, that his debt had not been satisfied; and rests were directed against him, solely, it would appear, in order to mark the Court's sense of his conduct (*Montgomery* v. *Calland*, 14 Sim. 79). So in *Incorporated Society* v. *Richards* (1 Dru. & War. 258) rests were directed against a mortgagee setting up an adverse title to the plaintiff in a redemption suit.

In conclusion, we cannot do better than refer the reader to Fisher on Mortgages, vol. ii. p. 894.

RECENT DECISIONS.

EQUITY.

GUARANTEES UNDER SEAL—HOW FAR REVOCABLE IN EQUITY.

Burgess v. *Eve*, V.C.M., 20 W. R. 311, L. R. 12 Eq. 450.

Guarantees under seal are generally considered as irrevocable. Where there exists a general guarantee by simple contract, the person giving the guarantee may at any time relieve himself from further liability by notice terminating his suretyship (*Mason* v. *Pritchard*, 12 East, 227). But where the guarantee is under seal, it cannot at common law, from its being under seal, be terminated at the option of the person giving it (*Hassel* v. *Long*, 2 Mau. & Sel. 363), however onerous the liability may be. Disputes as to whether a guarantee is of a continuing nature or limited to a particular transaction, or series of transactions, are of frequent occurrence, and the great hardship occasioned in many instances by the necessity of holding that a guarantee under seal is of the former character led to that mode of dealing with such contracts which is expressed in the *dictum* contained in *Nicholson* v. *Paget* (3 Cr. & M. 52)—namely, that a guarantee under seal must be interpreted strictly, and the guarantor's liability not extended by inference. It has been said, mainly on the authority of this *dictum* (see Addison on Contracts, 6th ed. p. 564), that the Courts, in the case of a surety where the contract is under seal, will lean in favour of a construction limiting the liability of the surety to some particular supply in advance, so as to confine it within an ascertained definite limit, rather than extending it to a general and continuous supply, creating an indefinite liability, from which the surety may have no means of relieving himself during the lifetime of his principal. Hard cases are said to make bad law; and the *dictum* in *Nicholson* v. *Paget* must be regarded as an instance of this. The true principle, as we venture to think, with respect to guarantees under that, is that lately laid down by the Court of Exchequer in *Ward* v. *Priestner* (15 W. R. C. L. Dig. 53, L. R. 2 Ex. 66), namely, that contracts of guarantee under seal are not to be read in any peculiar way, but are to receive the same interpretation as any ordinary contract. This seems to dispose of the *dictum* in *Nicholson* v. *Paget*. If, then, since *Ward* v. *Priestner*, a person gives a guarantee under seal, which is not in terms limited to a particular transaction or period, the question as to its continuance will be a mere question of construction, and there is no longer any leaning on the part of the Court in favour of a construction limiting the liability of the person giving it. As the Vice-Chancellor said in *Burgess* v. *Eve* (*sup.*), the instrument is to receive a reasonable construction in

the case of a guarantee under seal as in every other case.

There is no means known to the common law by which a person who has given a continuing guarantee under seal can, after a certain time, relieve himself from the burden imposed on him by it, as he may under the civil law (Pothier, Obligations, 442, 443.) However, according to the Vice-Chancellor, the giver of a guarantee under seal may, under certain circumstances, be entitled to determine it in equity. If a man gives a general guarantee to a bank, for example, and the customer for whom he has given the guarantee turns out to be unworthy of credit, the guarantor has a right to give the bank notice not to make any further advances, and then virtually to determine the guarantee to this extent—that he will not be liable for any loss incurred by the bank *after* notice: just as the holder of a mortgage to secure a sum already advanced, and further advances, cannot claim the benefit of further advances over a second mortgagee of whose charge he has notice (*Rolt* v. *Hopkinson*, 9 H. L. Cas. 514). The Vice-Chancellor relied, in support of this view, upon the curious old case of *Shepherd* v. *Beecher* (2 P. Wms. 287), where, however, the guarantor was held to his bond. Lord King appears only to have said that the guarantor ought to have endeavoured to have "made some end with" the master to have given up the bond, not that the guarantor, after his son was guilty of the first embezzlement, could have *required* the master to give up the bond. And *Gordon* v. *Calvert* (2 Sim. 53), where *Shepherd* v. *Beecher* was cited, rather points to an opposite conclusion to that of the Vice-Chancellor—namely, that it is not enough for the surety to give notice that he discharges himself from his liability, unless the principal intimates that he considers him so discharged.

COMMON LAW.

Compensation for Mines.

Dunn v. *Birmingham Canal Company*, Q.B., 20 W. R. 673, L. R. 7 Q. B. 244.

In this case a point of great difficulty and importance was decided arisng out of the common relation between a public undertaking and the owner of the mines over the surface of which the works are constructed. The defendants had, as usual, obtained power to purchase the surface, with a restraint on the mine-owner against working within a certain distance without notice, and a power, on receipt of the notice of intention to work, to purchase the minerals, if necessary for the safety of the canal. The mine-owner had given the notice, and the defendants had not availed themselves of their power to purchase. The mine-owner worked his mines, and, as a consequence, the canal broke in and flooded them. For this he brought his action. All the members of the Court agreed that in some form or other the plaintiff was entitled to be recompensed for the loss which the existence of the canal on the surface caused to him. But the majority of the Court (Cockburn, C.J., Mellor and Lush, JJ.) were of opinion that it could not be said that the defendants had been guilty of any actionable wrong; that the plaintiff could not sue in respect of damage which he had himself caused; and that the remedy was, on the neglect of the defendants to purchase, to claim compensation under the Act for the loss of his coal, the working of which he was, as a prudent man, prevented from getting, by reason of the certainty that to do so would flood his mines. Hannen, J., on the contrary, thought that the matter was not one proper for compensation, but that the failure either to purchase the mines, or otherwise to provide against the canal flooding them was negligence and an actionable wrong. On so intricate a matter we will scarcely venture to do more than record the opinion of the Court; but it may be worth while to point out a consideration that seems to have been overlooked, and that makes the opinion of the majority more easy of application. It was found as a fact that the plaintiff worked without regard to the surface, that is, to the peculiar circumstances of the case. It by no means appears that he might not have worked his mines to some extent, though less profitably, without doing any injury to the canal. If so, is it not reasonable that his claim should be a claim for compensation for the amount to which his working was rendered less valuable through the existence of the canal upon the surface? This removes the difficulty of Hannen, J., that it would seem absurd to make the non-exercise by the defendants of their statutory option to purchase or not, to purchase a ground for claiming the whole purchase-money. On this view it would not necessarily be the whole value that the mine owner could claim, but only the actual loss.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord Cairns.)

Dec. 4.—*Re The Albert Life Assurance Company. Sadler's case.*

Company—Solicitor—Bill of costs.

Where the deed of settlement of a company provides that no proprietor, as between him and all or any of the other proprietors, shall in any case be answerable in respect of the calls, debts, and other demands of or upon the company beyond the amount of his share or interest for the time being in the capital of the company, a solicitor retained by the company is not, on the winding-up, entitled to be paid his bill of costs in full without limitation of liability on the part of the company, but can only prove for the amount against the funds and assets of the company.

This was a claim against the Albert Life Assurance Company on a bill of costs for business transacted by Mr. Sadler for and upon the retainer of the company as one of its attorneys and solicitors.

Mr. Sadler was morever a shareholder in the Albert Company.

On the winding-up of the Albert Company, he claimed to be entitled to be paid this bill of costs without any limitation of the liability of the shareholders of the Company.

Cracknall, for Sadler.—Sadler is an ordinary outside creditor, and, though a shareholder, is entitled to be paid in full: *Re the Professional Life Assurance Company*, L. R. 3 Eq. 668, L. R. 3 Ch. 167, 15 W. R. 544, 16 W. R. 295.

J. N. Higgins, for the Albert Company.—Sadler is not an outside creditor: he was the solicitor of the company, and must be taken to have had full notice and knowledge of the company's deed of settlement. One of the fundamental provisions of this deed was that there should be no liability beyond the proprietors' capital and the assurance fund. *Re the Professional Life Assurance Company* (*ubi sup.*) does not apply to this case; nor does *Re the Norwich Yarn Company*, 22 Beav. 143, 4 W. R. 619.

Lord Cairns.—The scheme of the Albert deed (I need not go through the clauses of it because they have been so often referred to) appears to me clearly to be this:—It contemplated no doubt that there would be contracts of a particular kind, as to which, from the exigencies of business, there would be no possibility of stipulating that they should be made with a limit of liability; contracts for the daily supplies that the office might want, things of a minute and trifling kind, or that there might be contracts where the persons coming to give supplies to the company, or to give work and labour to the company, would not be content to enter into an agreement if there was to be a limit of liability. It might well be that clerks and other persons who were to give valuable service and their time to the company, if any proposition was made to them that they were to be remunerated out of definite assets with a limit of liability, would say—We cannot accept employment on these terms, we will have an absolute contract, or we will seek employment elsewhere. So also with respect to a solicitor, it is very possible that upon an offer being made

* Reported by Richard Marrack, Esq., Barrister-at-Law.

by a company of this kind to employ a solicitor, and a proposal being made to limit the extent of his claim for remuneration to the capital of the company, he might say, I will not do business on that footing; I will not agree to serve you on those terms.

But the case I have to deal with is the case of the confidential solicitor, and the adviser of the directors, and through them of the company, who now makes a claim without limit of liability for the service he has performed during some length of time. In addition to his being the confidential adviser, it appeared towards the conclusion of the argument, that he was also a shareholder in the company. It certainly appears to me that the intention of the Albert deed was that, subject to those exceptional cases which I have mentioned, where, either from the necessities of the case there could not be a contract with limit of liability, or where persons supplying materials or work would not agree to enter into a contract with limit of liability, subject to those exceptional cases, the intention was that there should be in favour of the shareholders the limit of liability preserved in the contracts of the company. And the 216th clause appears to me to be clear on that point—"That no proprietor, his or her executors, &c., as between him, her, or them, and all or any of the other proprietors of the company, or their respective heirs, executors, administrators, or assigns, shall in any case or event be answerable in respect of the calls, debts, and other demands of or upon the company beyond the amount of his or her share or interest for the time being in the capital of the said company, nor shall any person, his or her executors, administrators, or assigns, as between him, her, or them, and all or any of the other proprietors of the company, or their respective heirs, executors, administrators, or assigns in any case be answerable or accountable for, or in respect of, any such calls, debts, or demands in any manner or to any extent, or for any cause whatsoever after such person shall have ceased to be a proprietor by the transfer of his or her share or shares in the capital of the said company." Then follows the 217th clause to the effect that if a particular shareholder should be made to pay more, by which I understand more in actions founded on those exceptional contracts to which I have referred, what he had paid should be considered to be a debt of the company, and made good out of the capital of the company, that is, out of the calls on the shareholders. Now the 216th clause speaks of this limit being as between the proprietor and the other proprietors of the company. It seems to me that if you expose a proprietor to pay £1,000 when his unpaid capital is only £500, and say to him for the extra £500 that you have paid you are to take your chance of being recouped out of the capital of the company under clause 217, that will probably end in making him, as between himself and other proprietors, pay more than other proprietors do. For if there is no capital to reimburse him he will be out of pocket, and he will have to pay more, as between himself and the other proprietors, than they have done. Therefore the clear meaning was that, where it was practicable, the contracts should be made with a limit of liability. That makes the position of the solicitor and adviser of the company a very peculiar one. He was advising the directors. In advising the directors, knowing that they stood in a fiduciary position to the company, he was advising them to do acts which would have an important bearing on the interests of their constituents, the shareholders of the company, and he was himself in a fiduciary position both to the directors and to shareholders.

Now, I should propose to test it in this way:—Suppose Mr. Sadler had put his retainer into writing, and suppose he had couched it in these terms, "Whereas it is provided by the deed of the company that the shareholders shall not be answerable for any debt or liability of the company beyond the amount of the unpaid capital on their shares; now, therefore, we, the directors of the company, employ Mr. Sadler as solicitor of the company, and we engage to remunerate him, and engage that the shareholders shall pay him absolutely and without reference to the amount of their unpaid capital." Suppose he had taken his contract in that form—and that is what he contends is the meaning of his contract now—is that a contract which the solicitor and confidential adviser of the company would have taken from the directors, and is it one which he could have maintained? I do not think so. He might have declined to be employed by them, he might have said I will not act as your solicitor on those terms; I have seen the deed, and I have seen the way in which you want to make your directors act, but I will not be your solicitor on those terms. But if he is the solicitor, then where it is possible to do it, and he comes into contact with the directors in the making of a contract, he must make it in the way in which the deed intended it to be made; he must not claim some advantage for himself arising from the circumstance that he has not made the directors make the contract in the way the deed contemplates.

Those principles are well established and have been often acted upon. There is a very well-known case in the House of Lords where a solicitor was held disabled from taking the advantage which accidentally accrued to himself from having allowed his client, without any kind of fraud, to levy a fine without advising him to the effect which levying a fine under those particular circumstances would have. It was held he could not take the benefit of the circumstance that he had not given the proper advice to his client. Applying this well-known principle, I think that Mr. Sadler, or those who represent him, cannot here come forward and insist on a contract which would make all the shareholders individually and absolutely liable to him for his remuneration.

The case is stronger when we find that he is a shareholder, and therefore actually or impliedly has entered with his co-shareholders into this contract. But I prefer to say what I have said as to his being a solicitor.

Solicitors, *Lewis, Munns, & Longden; F. Richardson & Sadler.*

Feb. 3.—*Re The Metropolitan Counties and General Life Assurance, Annuity, Loan, and Investment Society. Strachan's case.*

Life assurance company—Participating policy—Winding-up—Contributory—Participating policyholder not liable to contribute.

The deed of settlement of an insurance company provided that the shareholders and participating policyholders should be members of the company, and that they should be the persons entitled to vote at the meetings of the company, and further, that in case of the dissolution of the company, the non-participating policyholders should be paid first, and secondly the shareholders the amount of their respective shares, and then the residue of the assets was to be divided among the participating policyholders. On the winding up of the company, it was

Held, that the participating policyholders, as between shareholders and the policyholders, were not liable to contribute to the assets of the company.

Quære, *whether outside creditors could require them to contribute.*

This was a question as to whether the participating policyholders in the Metropolitan Counties Society were liable to be placed on the list of contributories to the society.

The society was established in 1848, and was registered under the 7 & 8 Vict. c. 110, and its deed of settlement contained the following provisions:—

Clause 40 provided for a calculation every five years of the amount of profits accrued by accumulation or otherwise to the funds of the society from the life assurance business "and which can according to the existing knowledge of the principles of life assurance be, in the judgment of the directors, with safety taken out of such fund without prejudice to the liabilities thereon, after paying and providing for the costs, charges, expenses and liabilities of the society, and such a sum as the directors shall in their discretion deem it right to set apart for such reserved fund as aforesaid," and that the same should be divided into four equal parts, and three of such parts divided amongst the holders of policies for not less than £100 for the whole term of life, upon which premiums should have been actually paid for three years, or before the expiration of seven years to be computed from the 31st day of December, 1847, or on or before the same day in every succeeding fifth year as the case might be, but the share of every such person should be in proportion to the amount of premiums which should have been actually paid upon such policies respectively. Such policyholders were also in their option respectively to be entitled to have their proportion of the said profits allowed to them in reduction of future premiums, or an addition made to the sums assured

by way of bonus. And the remaining fourth part of the said profits was to be "appropriated as a bonus to be consolidated with the proprietor's fund."

Clause 42.—"That all persons who shall be shareholders and all holders of policies of assurance respectively effected with the society for the whole term of life for any sum being not less than £500 upon the condition of participating in the profits of the said society, shall be deemed, and be members of the said society, but that no policies effected with the said society upon the scale of non-participation in the profits of the said society shall in any wise entitle the holder thereof to be a member of the said society or to share in the profits of the said society."

Clause 43.—"That no holders or holder of policies or a policy effected for a less term than the whole term of life or for a less sum than £500 or effected upon the scale of non-participation in the profits of the society shall be or be deemed a shareholder, or proprietor, or member of the said society. And no person or persons whomsoever other than such members of the said society as aforesaid, and such of the officers of the said society as the board of directors shall require shall be entitled to be present and no other persons whomsoever other than such members as aforesaid shall be entitled to vote at any meetings of the said society."

Clause 97.—"That any shareholder or member of the society being indebted to the society, or its trustees, or officers, shall forthwith upon demand made upon him or her by the directors, pay and discharge his or her debt to the society, its trustees, or officers without requiring or seeking the accounts of the partnership to be taken, and as if such shareholder or member were a debtor to the society without being interested as a partner therein, and in default of payment in manner aforesaid of such debt, the amount thereof shall and may, if necessary, be sued for under this deed, and shall be recoverable and recovered as and by way of liquidated damages, and in any action for the recovery of such debt the whole thereof shall be recoverable without any deduction whatsoever in respect of any claim of such member as a partner, but nothing in this article contained shall extend or be construed to extend to prevent any member of the society sued for a debt alleged to be due to the society from otherwise disputing the validity of any such debt, or the merits or his liabilities to the payment thereof.

Clause 98.—"That in any and every action and suit at law and in equity wherein a shareholder or member of the society shall be the plaintiff or plaintiffs, and the society, or its trustees, public officer or officers the defendant or defendants, or *vice versâ*, it shall not be competent for either of the parties in such suit or action to set up the partnership by the deed of settlement of this society created as a bar to such action or suit being sustainable, and such parties respectively shall upon the trial of any such action at law, and in any proceedings in any such suit in equity if necessary forego the objection to such action being tried at law or to any such suit being instituted or prosecuted in equity by reason of the plaintiff or plaintiffs and defendant or defendants being partners in this society, and no objection shall at any time be taken on the ground that all or any of the members of the society are not made parties to any such action or suit, and upon any such trial or in any such suit it shall be imperative on the directors to produce the deed of settlement, if so required, by the shareholder or member, and the same shall be read and used on the said trial and in any such suit without any proof of its due execution, and the matters and things in this clause stated shall and may be read in evidence on the said trial or in any such suit, and shall have the same force and effect as and by way of admissions from the parties respectively as if the same matters and things had been reduced to writing previously to such trial or to the hearing of the causes or admissions in the cause in the usual form, and had been signed by such parties or their respective attorneys irrevocably, and either of the parties shall if required by the other of them consent to the Court or any judge of the Court in which such action shall be brought or suit commenced making an order or orders wherein shall be embodied the matters and things last aforesaid as admissions from the parties against whom such order shall be sought to be read and used in evidence on the trial of such action or in any such suit by the party obtaining such order, and the final judgment or decree which may be obtained against the society, its trustees, or public officers in any action or suit at law or in equity which shall have been under the conduct and management of the directors shall be final and conclusive upon, and shall bind all the members of the society, and such judgment or decree shall be forthwith satisfied and performed."

Clause 172 provided that in case of a dissolution of the society taking place and in the event of the assets not being "sufficient to pay off and discharge the shareholders and to meet and make good the existing engagements of the society, then and in that case a sufficient fund shall be set apart to meet the existing engagements of the society to such persons as shall have effected insurances or purchased endowments or annuities on condition of not participating in the profits thereof, and which engagements shall be and constitute a primary charge on the funds of the society, and the shareholders of the society shall in the next place be paid either the whole or a rateable proportion of their respective shares, so far as the said funds and property will extend, and the residue of such funds and property (if any) shall be divided in manner aforesaid amongst such persons as shall have effected insurances or purchased endowments or annuities with the society on the condition of participating in the profits thereof in manner aforesaid."

The Metropolitan Counties Society became amalgamated with the Western Life Assurance Society in 1862, and on the amalgamation the Western Society agreed to indemnify the Metropolitan Counties against all debts, &c. In 1865 the Western Society became amalgamated with the Albert Company.

In 1869 an order was made for winding up the society, and it was now contended, on behalf of the shareholders, that the participating policyholders were members of the society, and liable to contribute to its assets.

Jackson, for the Metropolitan Counties Society.—It was held in *Re the English and Irish Church and University Assurance Society*, 11 W. R. 681, 1 H. & M. 85, that under ordinary circumstances participating policyholders are not liable as contributories. But the Vice-Chancellor grounded his decision on the fact that there was nothing in the deed to suggest that they were to be members of the society, and that they had no voice in the control of the company. Now here the deed of association expressly makes the participating policyholders members of the society, and they were to vote at the meetings just like ordinary shareholders. They were to receive a far greater proportion of the profits than the shareholders; and they were the persons among whom the residue of the assets was, in case of dissolution, to be divided after payment of the non-participating policyholders and shareholders. The test of partnership, as was laid down in *Cox* v. *Hickman*, 8 H. L. 268, is whether the relation established between the different members by their deed was such as to constitute them mutually agents for one another or to constitute the governing body agents for the whole number of individuals who come within the description of members of the society. This being taken as the test, the participating policyholders are partners with the ordinary shareholders, and liable to contribute.

[Lord CAIRNS.—The shareholders are liable to pay all that is uncalled on their shares, but what is a policyholder for £500 to pay?]

Jackson.—The particular liability of each policyholder will have to be determined hereafter.

[Lord CAIRNS.—If there is practically an impossibility in dealing with it, is not that a strong argument to show that the deed did not intend contribution by policyholders?]

Jackson.—There would be no insuperable difficulty in estimating the liability. You might apportion the liability between the class of policyholders and the class of shareholders, the policyholders taking a part proportionate to the aggregate of the sums assured and the shareholders a part proportioned to the subscribed capital. Or you might consider the premiums as a subscription, the policyholders would then take a part of the liability proportionate to the aggregate of the premiums paid, and the shareholders a part propotionate to the subscribed capital. But we have not now to determine the extent of the liability; all that we have to determine is whether that liability exists.

Napier Higgins, for the participating policyholders, was not called on.

Lord CAIRNS.—I do not think there is any doubt about

this question. The point arises not with outside creditors, but as between shareholders and the particular class of creditors called policyholders. If there are any other creditors of the society they would be paid in full from the circumstance that a solvent company (the Western) indemnifies the Metropolitan Company. Moreover it is difficult, looking at the dates, to imagine that there can be any outside creditors with claims unsatisfied at the present time. I look upon it, therefore, as a case arising between the shareholders and the policyholders.

I do not give any opinion as to whether the policyholders by virtue of the arrangement in this deed, were or were not partners in the company. It is not necessary to decide that, because, although that is a question which outside creditors might raise, it seems to me that it is impossible for the shareholders to raise it. The shareholders must point out within the four corners of this deed something which obliges the policyholders to contribute to the debts of the company. I cannot find a word in the deed from the beginning to the end of it which bears that aspect; and when one comes to think of it there is no machinery—I might almost say, no possibility—by which the policyholders could be made to contribute *pari passu* or on any other footing along with the shareholders. Each shareholder by taking a share binds himself to pay up all that is uncalled on that share whenever he is asked for it, but the policyholder does not by the deed contract to do anything. Certain advantages are given him, in order to induce him to become a policyholder: advantages of this kind, that he may vote at meetings and may participate in the profits, and upon a dissolution of the society after the shareholders, are paid back in full, the remaining funds will be divided amongst the policyholders. Under these inducements he becomes a policyholder, and therefore a member of the society in the sense I have mentioned: beyond that he is under no liability. He cannot be made to contribute on any principle homogeneous to that which makes the shareholder contribute; and therefore the observations I made in the *Kent Mutual case*, 16 S. J. 65, in principle apply to the present case, and I must hold that the policyholders are not liable to contribute.

Application refused with costs.

Solicitors, *Lewis, Munns, & Longden; Rowland Miller.*

COURT OF CHANCERY.

Vice-Chancellor BACON.

May 29.—*Venables* v. *Noyson.*

Deposit of money—The Debtors Act, 1869.

The defendant in the above-mentioned case had received a sum of £1,800 to which the plaintiff set up a claim; upon motion for a receiver an order was taken by consent that £1,000, part of the said sum of £1,800, should be deposited in certain names in the London and Westminster Bank within four days from the date of the order, the defendant to account for the £800 residue of the said sum. The defendant failed to comply with the order, and an application had been made to the clerk of records and writs for a sequestration to issue against him; but the clerk was in doubt whether the word deposit might be considered as falling within the meaning of the word payment so as to bring the defendant's non-compliance with the order within the meaning of the 3rd section of the general order of the Court for regulating the practice under the Debtors Act, 1869, in which case the sequestration might lawfully issue, or whether the word deposit was not to be so considered.

H. M. Jackson now applied for his Honour's opinion upon the matter.

BACON, V.C., held that the deposit of money was a different thing from the payment of money, and that the case therefore fell not within the third but within the sixth section of the general order, the latter section providing for all acts "other than or besides the payment of money or costs," while the third section provides exclusively for the payment of "money or costs." The practical consequence was that an attachment required first to issue before the sequestration could be granted.

Allcock v. *Cutler.*

Examination of married woman—Settlement.

Humphrey applied in the above-mentioned case for the purpose of procuring the sanction of his Honour to the release by a married woman of her power of appointment by will over a sum of £400, settled upon herself for life, remainder to her husband for life, remainder as she should appoint by will.

BACON, V.C., objected to sanctioning the release upon an informal application, but took the examination of the married woman provisionally in the meantime, and gave liberty to put the matter in the list for Tuesday next, when the authorities justifying the proceeding were to be mentioned.

The Vice-Chancellor also stopped a like order made inadvertently in the same cause some days ago, both orders to await the result of the argument on Tuesday next.

COURT OF BANKRUPTCY.

(Before Mr. Registrar SPRING RICE, acting as Chief Judge).

May 25.—*In re Hatton.*

Where a debtor has duly registered a resolution for the acceptance of a composition, payable by instalments, the remedy of a creditor, in case of default in payment, is by application to this Court to enforce the provisions of the resolution, and not by action at law.

This was an application on behalf of a debtor who had filed a petition for liquidation by arrangement to render perpetual an interim injunction granted by the Court to restrain proceedings by a creditor.

The short facts were, that on the 24th of March, 1871, the debtor filed a petition for liquidation by arrangement, and at the first meeting, held on the 12th of April, 1871, he proposed to pay, and his creditors consented to receive, a composition of 5s. in the pound by two instalments of 2s. 6d. each, at three and six months, in satisfaction of their demands. The debtor duly paid the first instalment of the composition, but failed to pay the second, although the creditor sought to be restrained made several applications for payment. Thereupon the creditor caused a writ to be issued out of the Court of Common Pleas for the original amount of his claim, and the debtor then sent a post-office order for the amount of the second instalment, which the creditor declined to receive. An interim injunction followed. The resolution of the 12th of April was duly registered.

R. Griffiths, in support of the application, relied on *Ex parte Hemingway, re Howard*, 20 W. R. 572; *Re Elliot*, 16 S. J. 535; *Ex parte the Real and Personal Advance Company (Limited), re Glass, ib.* 536.

Bagley, for the creditor, *contra*, contended that the debtor, having broken his agreement to pay a composition, the original debt revived, and there was nothing in the present Act which showed an intention to alter the old law. The creditors were, doubtless, bound to accept the composition if tendered in due time, but it never was so tendered; and the proviso for enforcing payment of the composition was nothing more than an additional remedy given to the creditor.

SPRING RICE, Registrar.—According to my view of the 126th section, upon the registration of a resolution for the acceptance of a composition, the right of the creditor to proceed at law is gone, and his sole remedy is by an application in this Court to enforce the terms of the composition. To prevent injustice, the Court has power to interpose, if necessary, by making the debtor a bankrupt; and the Chief Judge, in *Ex parte Hemingway, re Howard* (*ubi sup.*), has referred to the importance of the principle, that the provisions of a composition under the 126th section should be accepted as binding upon all the creditors. In the same case his Lordship held that tender of the amount of the composition was not necessary, and that the remedy of the creditors was by an application to this Court. Under the circumstances the proceedings in the action must be restrained, and the law in this respect being now settled, the creditor must pay the costs of this application.

Solicitor for the debtor, *J. T. Moss.*

Solicitor for the creditor, *Dillon Webb.*

(Before Mr. Registrar ROCHE, sitting as Chief Judge).

May 27.—*Ex parte Ash, re Ash.*

The Court will not allow registration of a resolution for a liquidation by arrangement in a case where, according to the debtor's own showing, there are no assets to be administered.

This was an appeal from a decision of Mr. Registrar Keene. The debtor, a commission agent, had presented a

petition for liquidation by arrangement under the 125th and 126th sections of the Bankruptcy Act, 1869; and at the first meeting the creditors unanimously resolved that the affairs of the debtor should be liquidated by arrangement, and not in bankruptcy. At the same meeting a trustee was appointed, and the creditors granted the debtor his discharge. The total liabilities of the debtor appeared to be £4,482, and it was admitted that there were no assets. Upon the production of the resolutions to Mr. Registrar Keene he declined to file them, and from that decision the debtor appealed.

Mr. Howard, solicitor for the appellant and also for the trustee.—The registrar did not sit in a judicial capacity; his duties were simply ministerial, and he was bound to register the resolutions: section 125, sub-sections 4 and 5. The only question was, whether the resolution had been duly passed, and if the creditors chose to accept even a farthing in the pound they were the best judges of their position.

[Mr. Registrar ROCHE.—In this case I regret that the point has not been argued upon the other side, but I cannot find that the debtor gives any equivalent for the discharge. The law of bankruptcy and arrangement has always proceeded upon this principle, that bankruptcy is an execution for the benefit of all the creditors. Therefore, under the old law, where there was no estate to be administered, and the bankruptcy was instituted, not for the purpose of administering assets, but for some other purpose, it was not permitted to go on; the realisation of assets was the very foundation upon which the adjudication rested. No doubt the creditors acted from motives of kindness or affection, but the question is whether the Court is to be made the mere means of carrying out an arrangement of this kind, which does not seem to be necessary tor any purpose whatever—whether the debtor is entitled to his discharge when he does not pay a single farthing. The Chief Judge has laid down the rule that the duty of the registrar, in receiving the resolution, is not merely ministerial in this sense (*Ex parte Davis, In re Davis*, 20 W. R. 622), but that it is for him to see that all things have been done which are necessary for the protection of the revenue. It is quite clear to my mind that the Legislature never intended that a debtor who has not a single farthing for his creditors should avail himself of the provisions of the bankruptcy law. I think, therefore, that Mr. Keene's decision is perfectly right, and I have not the slightest hesitation in confirming it. The present is a very ingenious device to revive a most obnoxious practice under the old law, that of white-washing, and ought to receive no countenance from this Court.

Appeal dismissed.

Mr. Howard.—I ask now that a new meeting may be appointed, at which the debtor may offer a composition.

ROCHE, Registrar.—You may make an application for such a meeting upon production of a proper affidavit.

COUNTY COURTS.

HUDDERSFIELD.

(Before Serjeant TINDAL ATKINSON, Judge.)

May 17.—*Bentley & Kilner* v. *London and North Western Railway Company.*

Refusal of consignee to accept goods—How far the duty of carrier to give notice of refusal to the consignee—Damage.

Mr. Johnson, for the plaintiffs.

Mr. Freeman, for the defendants.

Serjeant TINDAL ATKINSON—delivered judgment in this case as follows:—The plaintiffs sue the defendants for damages laid at £22 17s. for loss sustained by them in consequence of the alleged negligence of the defendants as common carriers, in not having given in reasonable time notice to the plaintiffs that the consignees of goods sent by the plaintiffs through the defendants' railway, had refused to receive them. The facts proved before me at the trial were that a bale or truss of a species of light cloth intended for the Australian market, and to be used as ladies' summer mantles, was delivered to the defendants by the plaintiffs on the 10th October, 1871, with instructions to deliver them to Messrs. Evans & Co., in London. No communication was made by the plaintiffs to the consignees that the goods had been forwarded, but merely an invoice posted. On their arrival, Messrs. Evans refused to receive them, and they remained at the defendants' warehouses in Broad-street, without notice of such refusal, until the 7th of November, nearly a month, when notice was given by one of the company's station-masters that the bale was at Broad-street. On the 24th of November, the plaintiffs sent in a demand for the loss sustained by the neglect of the company, to which they received a reply on the 1st of February, to the effect that the company was not responsible, their contract to carry having been performed. It was in evidence, and not contradicted by the company, that in their dealings with the plaintiffs in other cases of this kind, it had been the practice of the company, when parties to whom the plaintiffs had sent goods had refused to receive them, to give notice of the fact, and ask for instructions. Mr. Freeman, for the company, contended that, in the first instance, the action was wrongly brought, and the consignees were the proper parties to be plaintiffs, but I am of opinion that this objection is not well founded. No doubt a delivery of goods by the vendor to a carrier named by the vendee vests the property in the latter, and he is the proper person to sue, the law being that he who employs the carrier must bring the action (2 Williams' Saunders, 121, n. Here the defendants were clearly employed by the plaintiffs, and the facts afford another answer to the objection, namely, that the property had not passed to the vendees by reason of the Statute of Frauds, there having been no acceptance of goods under the 17th section. It was further contended that the contract of carriage having been performed, there was no legal duty imposed upon the defendants to give notice to the plaintiffs of the refusal by the consignees to receive them. That upon their being tendered, their duties and responsibilities as carriers had ceased. I find the result of the cases to be that when the goods have arrived at the end of the transit the carrier is bound to keep them a reasonable time, at his own risk, for the owner, and it seems that during the period for which he keeps them under an obligation to do so springing out of his receipt of them, as a carrier he is subject to the same liability as during their transit: *Hyde* v. *Trent Navigation Company*, 5 T. R. 389. After that his extraordinary liability as a carrier is at end, and he remains liable only as an ordinary depositee: *Cairns* v. *Robins*, 8 M. & W. 258. But there is no duty as a matter of law imposed upon the carrier to give notice to the consignor of the consignee's refusal to receive the goods carried, but he is bound to do what under the circumstances may be reasonable (*Hudson* v. *Baxendale*, 6 W. R. 83, 2 H. & N. 575), and it seems that whether the circumstances of the case make it reasonable that the carrier should give such notice is a question for the jury, and I find from the facts that in this particular case, it having been the practice by the company to give notice to the plaintiffs where goods had been refused of such refusal, they might reasonably have concluded that the practice in this instance would have been followed, and that there must therefore be a verdict entered for the plaintiffs. With regard to the question of the amount of damage to be assessed, I agree with Mr. Freeman that the claim in this instance for the full amount cannot be supported. In this class of cases only such damages can be awarded as are the fair and natural result of the defendant's breach of contract although arising out of special circumstances, provided they must in the ordinary course of things have been expected to occur and may fairly be considered to have been contemplated by the parties as the probable consequence of a breach of the contract. If the contract has been made under special circumstances which were communicated and known to both parties the damages they would reasonably contemplate would be the amount of injury which would ordinarily follow from a breach of contract under those special circumstances so known and communicated, but if the special circumstances were wholly unknown to the party breaking the contract he could only be supposed to have had in his contemplation the amount of injury which would arise generally, and not from any special circumstances: *Sully* v. *Durranty*, 3 H. & C. 270; *Burton* v. *Penkerton*, 15 W. R. 1139, L. R. 2 Ex. 340. In this case no communication was made to the defendants that the goods were transmitted for the special purpose of being shipped to Australia, in order to be in time for the summer season there; it is, therefore, within the principle of the cases just cited. It appears to me that it is of great im-

portance to manufacturers and others that it should be generally known that in those instances where delay in delivering goods by the carrier would cause special damage, such as loss of market and otherwise, that such information should be given to the carrier at the time of the delivery of goods, the law of damage being, that in the absence of such communication, loss of profit caused by delay is not recoverable. I am of opinion that £5 is the fair and reasonable amount of damage caused by the absence of notice of the refusal of the consignees to receive the goods. *Verdict for plaintiff, damages £50.*

Hardy v. *Bradley.*

Breach of contract—Rescission after notice.

Mr. Learoyd for the plaintiff.

Mr. J. Sykes for the defendant.

Serjeant TINDAL ATKINSON gave in this case the following judgment:—The plaintiff sues the defendant for damages laid at £19, for breach of contract and the loss sustained by re-selling a stack of hay bought on November 10th, 1870, by the defendant from the plaintiff. The price bargained for and agreed was £50, £1 being paid as earnest. The defendant took away two loads of the hay, but, upon going for the third, he was refused on the ground that the agreement was that £20 was to be paid when the first load was carried away, and that this payment had not been made. No further steps were taken until the 13th June, 1871, when the plaintiff's attorney wrote to the defendant, applying for the payment of the sum of £50, the price of the stack, and informing him that if the money was not paid immediately the remainder of the hay would be sold and an action commenced for breach of contract. A second letter followed on the 6th July, which contained a notice to the defendant that in seven days from the date of the letter the plaintiff would proceed to sell the hay unless previously removed and paid for by the defendant, and the single point in this case was whether upon these facts the plaintiff can in law rescind the contract on the ground of the refusal by the defendant to complete his part of it, and to recover damages arising out of the breach of it. Nonpayment of the price will in some cases entitle the vendor to rescind the contract. Thus, it is said, after earnest given, the vendor cannot sell the goods to another without default in the vendee. Therefore, if the vendee does not come and pay for and take away the goods the vendor ought to go and request him, and then if he do not come and pay for and take away the goods in a convenient time the agreement is dissolved, and the vendor is at liberty to sell them to any other person; *Langford* v. *Administatrix of Tiler*, Salk. 113, cited by Lord Ellenborough in *Hinde* v. *Whitehouse*, 7 East 571. I am of opinion that the two letters sent by the plaintiff's solicitor, namely, that of the 13th June, and that of the 6th July, contained a request to pay, and take away the hay in a convenient time, and that not having done so the defendant was in default, and that the plaintiff was in a position to treat the contract as being rescinded, and that he is entitled to sue for the loss sustained in being compelled to sell for a less price than that bargained for with the defendant.

Verdict for the plaintiff.

GENERAL CORRESPONDENCE.

THE POWERS OF COUNSEL.

Sir,—I have recently had my thoughts directed to the above subject by a very unpleasant piece of experience. In the course of my duty as a solicitor I gave a brief to a well-known and able Queen's Counsel at the Chancery bar, and instructed him to appear on the hearing of a cause for my client, the plaintiff. A consultation took place, as is usual, between the leading and junior counsel, and the learned Q.C. then stated that he saw difficulties in the plaintiff's way, and that he hardly knew how to open the case. This was discouraging, of course, both to my client and myself, but I was conscious that such dismal remarks are not unfrequently thrown out in consultation, only to bring out in bolder relief the ingenuity about to be displayed in court. Nothing was said to lead either my client or myself to expect the catastrophe which befel us; no offer was made to retire from the case, nor any opportunity given of securing the services of a more ingenious or less punctilious advocate. Imagine then, Sir, our dismay, when the cause came on, at hearing the learned Q.C. tell the Court that the plaintiff had no case, and that he should submit to have the bill dismissed with costs! He scarcely said ten words, but they were fatal words; his junior would have fought, but was of course overborne by his leader, and so the day was lost without a single effort being made to gain it.

My client said he could not understand it, and I confess I was unable to explain it. He naturally enough thought his case an excellent one, and I, though less sanguine, thought him entitled to some relief, if not to all he asked, and I do not hesitate to say that I was surprised and annoyed at the course taken by the Q.C.

But my object in writing this letter is to ask if the course so taken is within the legitimate powers of counsel; is it not rather an assumption of a judicial function, altogether beyond and above the proper sphere of an advocate? I venture to think that it is such an assumption, and is therefore altogether *ultra vires;* but if it be not, then I trust that such a mischievous and even dangerous power will be very sparingly and cautiously exercised in future.

28th May. A SOLICITOR.

APPOINTMENTS.

Mr. RICHARD CHILD HEATH, solicitor, of Warwick, has been appointed, by the Warwick Town Council, to be Clerk of the Peace for that borough, subject to an agreement, that in the event of the abolition of the Quarter Sessions, he should not take compensation for the discontinuance of his office. He is the son of the late Mr. Thomas Heath, solicitor, who held the clerkship of the peace for Warwick for many years; and on the death of his father a few months ago he was appointed to conduct the duties as a temporary arrangement, which has now been superseded by a permanent appointment, as the Town Council were advised that it was illegal to nominate an acting clerk of the peace.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

May 27.—The House again met after the Whitsuntide recess.

May 30.—*The Judicature Commission.*—Mr. W. Williams asked the Attorney-General whether certain members of the Judicature Commission had not some time ago furnished the Government draught suggestions for a reform of the jurisdiction and procedure of the superior courts of law and equity, and, if so, what had become of it; whether it was the intention of the Government to bring in a bill on the subject this session; whether there was any objection to lay on the table the draught suggestions; and whether it was the intention of the Government to dissolve the said Commission.—The Attorney-General said it was perfectly true that the Lord Chancellor had been furnished by certain members of the Judicature Commission with certain proposals, which, with other materials, had been embodied in a draught bill which would have been presented to Parliament if the reception of the Appellate Jurisdiction Bill by the House of Lords had been somewhat different. The Appellate Jurisdiction Bill had been referred to a Select Committee of their Lordships' House, and it would depend very much on the action of that committee whether the draught bill would be presented to this House. It was very unusual to present a draught bill before it had assumed the shape of a definate proposal. The Judicature Commission was now engaged in the preparation of its final report, which he trusted before very long would be presented. There was no intention of dissolving the Commission before that was done.

Chancery Funds.—Mr. Sinclair Aytoun asked the Solicitor-General whether he, having stated that the Act 29 Vict. c. 5, enabled the Chancellor of the Exchequer to convert only £5,000,000 into terminable annuities, was not of opinion that the cancelling of £7,000,000 in exchange for an annuity of £553,887, per Act 29 Vict. c. 5, s. 4, was

illegal.—The Solicitor-General said that what he stated was that the Act in question related merely to the Savings Banks Fund, and did not apply to the subject of Chancery funds at all. Then, again, it was not accurate to say that these £7,000,000 had been converted under section 4 of the 29th Victoria. The conversion had been made to the extent of £5,000,000 under section 1, and to the extent of the balance only, being that portion of the fund which arose from the operations of the Savings Banks office under section 4. After this he need hardly say that what has been done was, in his opinion, legal.

The *Parliamentary and Municipal Elections (Ballot) Bill.*—Third reading. On the order for the third reading, Mr. Maguire moved that the bill be re-committed, in order to the expunging of that part of rule 26 which permits the illiterate voter to have the assistance of the returning officer in marking his ballot paper. He urged the inexpediency of this provision, which, he argued, would simply provide the machinery for corruption.—Mr. Forster opposed Mr. Maguire's proposal. The change which had been made in the 26th rule was, he admitted, an important change, but it was the only change of real importance made in the bill since it was brought forward, and it was the only change which he could say he regretted. Although the Ballot did work well in all the Australian colonies and in New Zealand, there was only one of them, South Australia, in which this assistance was not given to the voter who was unable to read. The Government, after much consideration, thought the best way of avoiding the difficulty would be to frame the voting paper so that the voter who was unable to read might, with average skill, be able to fill it up; but, after the discussions in committee, he saw clearly that there was a strong feeling in favour of some additional assistance being given, and they were compelled to assent to it on condition of a declaration being signed. It was not now advisable to reopen the question, because it would merely delay the bill, without altering the result. Moreover the bill, as brought in, would have afforded sufficient assistance to the voter who was unable to read; but there might be many persons in the country who thought sufficient assistance was not given, and a feeling might be raised against the working of the Ballot. In the interest of the Ballot, therefore, it was best to put up with the inconvenience of the amendment rather than contend against it. At the same time, there ought to be a strong inducement to the voter unable to read to do his best to make use of the voting paper as it stood, and that inducement the declaration would supply. He believed the number of persons making use of this rule would be very small. There would be, in the first place, the unwillingness to make the declaration; and, in the second place, an unwillingness to acknowledge that the voter making it was unable to read. With regard to the corrupt voter, it was possible there might be a conspiracy; an agent might discover how he voted, and the result might be intimidation. But if it should be discovered that this provision was abused—magistrates conniving with intimidators, and declarations being obtained for the purpose of intimidation or bribery—the bill, of course, ought to be amended, and this provision would be taken away.—Mr. Monk must join Mr. Maguire in his protest against the sending up a Permissive Ballot Bill to the House of Lords.—Mr. Newdegate availed himself of the occasion to enlarge on the dangers to arise under a system of secret voting, from intimidation by Roman Catholic priests, and referred to the recent case of the Galway election petition.—Mr. Vernon Harcourt desired to recall the attention of the House to Mr. Maguire's proposal. Passing to the 26th rule, he expressed his regret that Mr. Forster could not support the proposal, especially as he disapproved the rule altogether.—Mr. Forster said he disapproved of assistance being given to the illiterate voters, but the rule went a great deal further.—Mr. Vernon Harcourt said that substantially Mr. Magnire only wished to get rid of that part of the rule.—Mr. Synan thought the measure had been converted into a permissive Ballot Bill, not by the adoption of this clause, but by the rejection of the amendment proposed by Mr. Leatham, the result of that rejection being that every elector might, while in the compartment, show his ballot paper to the candidates' agent.—Mr. Maguire explained that he only desired to expunge from the bill so much of the rule now under consideration as referred to illiterate voters.—On a division, the amendment was rejected by 279 to 61.

Mr. W. H. Smith then recorded his emphatic protest against the measure.—Sir F. Heygate denounced it as a gigantic sham.—Mr. Agar Ellis indulged himself in "a quiet growl" against it.—Mr. Bentinck predicted that a bill which had been so treated in committee could never pass the other House.—Sir Wilfred Lawson congratulated the House on the results of the discussions on the bill, and advised the Government if the Lords should spoil it, to throw it up.—Sir Stafford Northcote denounced the bill and the principle of secret voting.—Mr. W. Williams supported the bill; though he regretted the necessity for secret voting. The bill, as amended, gave ample security for secrecy.—Mr. Forster argued in favour of the measure, and predicted that it would become law this year.

On a division the third reading was carried by 274 to 216.

The Act of Uniformity Amendment Bill.—Committee.—Mr. Bouverie objected to a recital in the preamble, which, he contended, had the effect of a recognition of a pretension of Convocation to the initiative in ecclesiastical legislation.—Mr. Gladstone said the preamble merely followed precedents in reciting that Convocation had made a report; he offered, however, to leave out certain words declaring it expedient to give effect to such report by legislation.—Mr. Hardy opposed Mr. Bouverie's suggestion. Convocation, though perhaps not representing the Church of England as fully as many desired, was still her only representative body; and it would be indecorous to interfere as proposed. He quite admitted the supremacy of Parliament, but there were many ways in which he hoped it would never think fit to exercise that supremacy, with which in the present instance there had not been the slightest desire to interfere. He entreated the House, therefore, not for the sake of a mere suspicion that there was any interference attempted with its dignity, to set aside what many conscientious persons looked upon as a most important part of the Bill.—Mr. Miall observed that there seemed a disposition on the part of some members of the Government to bring the country under the sway of sacerdotalism.—Mr. Bouverie not accepting Mr. Gladstone's proposal, the amendment was, on a division, rejected by 141 to 97.

The *Infant Life Protection Bill* was read a third time and passed.

The *Court of Chancery Funds Bill.*—The report of amendments in committee was brought up and agreed to.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

COURT OF APPEALS, MARYLAND.

Janes v. Jenkins.

The owner of two adjoining lots, which may be designated as the East and West lots, leased the former for the renewable term of ninety-nine years, at a certain yearly rent, and in the lease covenanted that the lessee should have the right and privilege to make openings and place lights in the wall which he contemplated erecting on the western line of the property leased. The wall was erected and openings were made and lights placed therein, which overlooked the West lot. Subsequently the lessor conveyed the reversion in the East lot and premises to the lessee thereof, in fee, and by this deed were granted with the lot all buildings and improvements thereon erected, "and all and every the rights, alleys, ways, waters, privileges, appurtenances, and advantages to the same belonging, or in anywise appertaining." Afterward the owner of the West lot conveyed the same, in fee, to a third party, the deed containing a covenant of special warranty. On an action brought by the vendee of the West lot against the vender for an alleged breach of the covenant of special warranty, it was held:

1st. That the conveyance to the vendee of the East lot, passed the full right to the free use and enjoyment of the lights in the wall as they then existed, as an incident and appurtenance to the land conveyed; and that such right as appurtenant to the premises will pass therewith to all successive owners of the property.

2nd. That the vendee of the West lot took it with the servitude annexed for the benefit of the East lot, and the existence of this

servitude, and the enjoyment thereof by the owner of the East lot, constituted no breach of the covenant of special warranty.

Whenever an owner has created and annexed peculiar qualities and incidents to different parts of his estate (and it matters not whether it be done by himself, or his tenant by his authority), so that one portion of his land becomes visibly dependent upon another for the supply or escape of water, or the supply of light and air, or for means of access, or for beneficial use and occupation, and he grants the part to which such incidents are annexed, those incidents thus plainly attached to the part granted, and to which another part is made servient, will pass to the grantee as accessorial to the beneficial use and enjoyment of the land.

Appeal from the Circuit Court for Baltimore County. The facts are stated in the opinion of the Court.

Arthur Geo. Brown, and *Geo. Wm. Brown*, for the appellant.

Arthur W. Machen, for the appellee.

The opinion of the Court was delivered by

ALVEY, J.—The questions in this case arise upon a demurrer to the declaration of the plaintiff below, who is the appellant in this Court. The action was one of covenant, brought on a supposed breach of a covenant of special warranty, contained in a deed from the appellee to the appellant, dated the 29th of April, 1867, for a house and lot on Monument-street, in the city of Baltimore.

It is shown by the declaration, that the appellee was owner in fee of two adjoining lots, which may be designated as East and West lots, fronting on the south side of Monument-street, and that, on the 4th of May, 1860, he leased the East lot to Joseph W. Jenkins, for the renewable term of ninety-nine years, at the clear yearly rent of 486 dols.; and in which lease was a covenant that the lessee should have the right and privilege to make openings and place lights in the wall which he contemplated erecting on the western line of the property leased; such lights to be at least five feet above any floor over which they might be opened. The wall was erected, and, in pursuance of the privilege granted, openings were made and lights placed therein, which overlooked the West lot that was subsequently conveyed to the appellant.

After the erection of the wall, and placing therein the windows, the appellee, by deed of the 29th of April, 1863, conveyed the reversion in the East lot and premises to Joseph W. Jenkins, in fee, for the consideration of 8,100 dols., and all rent then in arrear. By this deed, were granted with the lot all buildings and improvements thereon erected, made, or being, "and all and every the rights, alleys, ways, waters, *privileges, appurtenances, and advantages to the same belonging, or in anywise appertaining.*"

The covenant of special warranty contained in the deed of the 29th of April, 1865, to the appellant, for the West lot, is to the effect that the appellee shall for ever warrant and defend the property, conveyed to the appellent, against the claims and demands of the grantor, and all persons claiming by, through, or under him. The breach alleged, is the existence of the windows in the wall erected on the western line of the East lot, overlooking the West lot conveyed to the appellant, "whereby and in consequence whereof the said plaintiff has been molested and hindered in, and excluded from, the free and unobstructed use, possession, occupation, and enjoyment of the said property conveyed to him as aforesaid, and said plaintiff, in consequence of the premises, has likewise been, upon notice from said Joseph W. Jenkins, hindered and prevented from building up to or near to the easternmost line of his said property, and has also been prevented from selling or disposing of the same for its proper value, in consequence of said easement and encumbrance thereon."

Upon these allegations being admitted by the demurrer, two questions are presented. First, what passed to Joseph W. Jenkins, the grantee of the Eastern lot and premises; and secondly, if the owner of that lot be entitled to the enjoyment of the lights placed in the wall on the western boundary thereof, does the covenant of special warranty afford the appellant, the owner of the Western lot, a remedy in damages for the existence of such an easement in his premises?

1. As to the first of these questions, it must be observed that the lights were placed in the wall at a time when the appellee was owner of the reversion in the lot, and that it was done by his express authority and agreement for a consideration. He could not, therefore, during the continuance of the lease, and as owner of the adjoining lot, interfere with or prevent the full and free enjoyment of the easement thus created. But, by the subsequent conveyance of the reversion, whereby the leasehold estate was merged, did the right to this easement, or *quasi* easement, cease to exist? The lights were then in existence, and were used and enjoyed as appurtenant to the Eastern lot, and had been placed in the wall by the authority and under the grant of the appellent, while he was owner of the reversion; this is not different, in principle, from the cases of the owner of two adjoining heritages selling one, or of the owner of an entire heritage selling and granting part; in which the law would seem to be well settled, that by the grant of the adjoining heritage, or part of an entire heritage, there will pass to the grantee all such continuous and apparent easements as may be, at the time of the grant, in use for the beneficial enjoyment of the parcel granted; and this by implication, unless words are used in the grant manifesting an intent to exclude them. Whenever, therefore, an owner has created and annexed peculiar qualities and incidents to different parts of his estate (and it matters not whether it be done by himself, or his tenant by his authority), so that one portion of his land becomes visibly dependent upon another for the supply or escape of water, or the supply of light and air, or for means of access, or for beneficial use and occupation, and he grants the part to which such incidents are annexed, those incidents thus plainly attached to the part granted, and to which another part is made servient, will pass to the grantee, as accessorial to the beneficial use and enjoyment of the land: Addison on Torts 80, 81; *Ewart* v. *Cochrane*, 7 Jur. N. S. 925; 10 W. R. 3; *Pyer* v. *Carter*, 1 H. & N. 916; 5 W. R. 371; *Hall* v. *Lund*, 1 H. & Colt. 676. And so the law is explicitly announced, upon full review of the authorities, both English and American, by the Court of Appeals of New York, in the case of *Lampman* v. *Milks*, 21 N. Y. 505; it being there decided that wherever the owner of land has, by any artificial arrangement, created an advantage or incident for the benefit of one portion, to the burdening of the other, upon a severance of the ownership, the holders of the two portions take them respectively, charged with the servitude and entitled to the benefit openly and visibly attached at the time of the conveyance of the portion first granted. See also the case of *United States* v. *Appleton*, 1 Sumner 492, where the same principle is fully recognised and adopted by Judge Story.

Mr. Addison, in his very admirable work on the Law of Torts 90, has stated the law on this subject with great clearness and precision. He says: "If the owner of a house and the surrounding land sells the house without the land, a free passage for so much light and air as may be reasonably necessary for the beneficial occupation and enjoyment of the house is impliedly granted by the vendor across his own adjoining unsold land, unless the privilege is excluded by the express terms of the conveyance. The vendor, therefore, cannot build on his own adjoining land so as to obstruct the access of light and air to the windows of the house. Having granted the house, he can do no act in derogation of his own grant. And if he sells and conveys the house to one man, and the adjoining land to another, the purchaser of the adjoining land cannot build so as to darken or obstruct the windows of the house, although such adjoining land may have been described as building-land, and the intention to build thereon may have been known to the purchaser at the time he purchased it." The author refers to the cases of *Palmer* v. *Fletcher*, 1 Lev. 122; *Canham* v. *Fisk*, 2 Cr. & J. 128, and *Swansborough* v. *Coventry*, 9 Bingham 305; to which he might have added the cases of *Nicholas* v. *Chamberlain*, Cro. Jac. 121; *Robbins* v. *Barnes*, Hob. 131, and *Cox* v. *Matthews*, 1 Vent. 237, as fully sustaining the principle stated by him.

And so, "where the shell of an unfinished house was sold," continues the same author, "with openings in the wall for the insertion of windows and doors, it was held that the vendor could not, after the sale and conveyance of the unfinished structure, build on his own adjoining land, so as to obstruct the access of light and air to the spaces left for windows, or place obstacles in the way of the exercise of a right of way to the apertures intended for doors. And when two separate purchasers buy two unfinished houses from the same vendor, and at the time of the purchase the spaces for windows and doors are marked out, this is a sufficient indication to the purchasers of the rights they are respectively to enjoy; so that they cannot subsequently interfere with each other's enjoyment of the windows and doors as marked out and impliedly agreed

upon at the time of the sale." *Compton* v. *Richards*, 1 Price 27; *Glave* v. *Harding*, 27 L. J. Ex. 286.

In the case of *Ewart* v. *Cochrane*, in the House of Lords, where an owner of two adjoining properties conveyed them to different persons, and one of the properties had enjoyed for a considerable time the privilege of a certain drain into the other, and the drain having been stopped by the owner of the premises receiving the drainings, Lord Chancellor Campbell, in delivering the leading opinion, said, "I consider the law of Scotland, as well as the law of England, to be, that when two properties are possessed by the same owner, and there has been a severance made of part from the other, anything which was used, and was necessary for the comfortable enjoyment of that part of the property which is granted, shall be considered to follow from the grant if there be the usual words in the conveyance. I do not know whether the usual words are essentially necessary, but where there are the usual words I cannot doubt that that is the law;" and he refers to the case of *Pyer* v. *Carter*.

In the case before us the grant not only contained the usual words, but was explicit in granting the lot with all the rights, privileges, appurtenances, and advantages thereto belonging, or *in any wise appertaining*. It is clear, however, upon the authorities, that no special terms in the conveyance are necessary, but, as was said by the Court in *Robbins* v. *Barnes*, Hob. 131, the premises "must be taken as they were at the time of the conveyance." See also *Thayer* v. *Payne*, 2 Cush. 327.

The principle here asserted is well founded in the common law, and has been recognised and implicitly approved by this Court in the case of *Cherry* v. *Stein*, 11 Md. 1. In that case the English doctrine in regard to ancient lights was rejected as being inapplicable here, because if adopted it would greatly interfere with and impede the rapid changes and improvements constantly going on in our cities and villages. That doctrine, however, while founded in the presumption of grant, is evidenced and established by use and time only. But not so in the case of a common proprietor conveying two adjoining tenements to different persons, and the first granted tenement is at the time in the full enjoyment of windows overlooking the other. In such case the question is, what passed by the grant or conveyance? The grantor, being the owner of both tenements, could, for the benefit of the tenement granted, fix upon his remaining tenement any servitude he thought proper. That being so, the relative rights and incidents of the two tenements must be taken as fixed at the time of severance by the first grant; and, unless restrictive words are used, each will retain as between the two, all such incidents and easements as are then openly and visibly attached to and used by it. And there is no exception to this rule in regard to light and air; though the right to light and air thus acquired is founded, as we have observed, in very different principles from those upon which the rejected doctrine of ancient lights is founded. The distinction is most obvious.

We think, therefore, that it is plain the conveyance to Joseph W. Jenkins passed the full right to the free use and enjoyment of the lights in the wall as they then existed, as an incident and appurtenance to the land conveyed; and as appurtenant to the premises such right will pass therewith to all successive owners of the property. And as the grantor, after the conveyance, could not himself lawfully hinder or obstruct the light and air from those windows, and thus derogate from the grant, it is clear he could not transfer to the appellant any right to do so, and, consequently, the latter took the Western lot, with the servitude annexed, for the benefit of the Eastern lot: *Story* v. *Odin*, 12 Mass. 157.

2. Then, as to the second question, whether the existence of this servitude or burthen upon the property sold to the appellant, and the enjoyment thereof by the owner of the Eastern lot, constitute a breach of the covenant of special warranty. This depends upon the apparent and ostensible condition of the property at the time of sale. And as the wall had been erected, and the lights therein were plainly to be seen when the appellant purchased the property overlooked by them, it is but rational to conclude that he contracted with reference to that condition of the property, and that the price was regulated accordingly. The parties, in the absence of anything to the contrary, are presumed to have contracted with reference to the then state and condition of the property; and if an easement to which it is subject be open and visible, and of a continuous character, the purchaser is supposed to have been willing to take the property, as it was at the time, subject to such burthen. That being so, the covenants in the deed must likewise be construed with reference to the condition of the property at the time of conveyance. The grantor, by his covenant, warranted the premises as they were, and by no means intended to warrant against an existing easement, which was open and visible to the appellant, and over which the former had no power or control whatever. To construe the covenant to embrace such subject would most likely defeat the understanding and intention of the parties, certainly of the grantor: Washburn on Easements, 68.

In the case of *Patterson* v. *Arthur*, 9 Watts, 154, the question was whether an existing highway was an incumbrance, within the meaning of the covenant against incumbrances on the land sold, and the Court said: "If there be a public road or highway, open and in use upon it (the land sold), he (the purchaser) must be taken to have seen it, and to have fixed in his own mind the price that he was willing to give for the land, with a reference to the road, either making the price less or more, as he considered the road to be injurious or advantageous to the occupation and enjoyment of the land;" and it was considered that the covenant did not embrace such an incumbrance. So we think here, the covenant of special warranty in the deed from the appellee to the appellant, does not embrace the easement complained of. The judgment of the Court below will, therefore, be affirmed.—*American Law Register.*

OBITUARY.

MR. E. L. GREAVES.

Mr. Edward Ley Greaves, solicitor, of Belper, Derbyshire, died at Greenhall, his residence near that place, on the 15th of May, at the age of 62 years. Mr. Greaves was admitted in 1841, and held the offices of High Bailiff of the Belper County Court, and clerk to the Commissioners of Property and Income Tax, and also to the Commissioners of Land and Assessed Taxes. He was a member of the Solicitors' Benevolent Association, and steward of the manors within Duffield Fee.

MR. J. ROGERS.

Mr. James Rogers, solicitor, of Westminster, died at his residence in Dean's Yard, on the 18th of May, at the advanced age of 71 years, during the whole of which period he was resident in the parish of St. Margaret. Mr. Rogers was admitted in 1826, and was clerk to the Commissioners of Land and Assessed Taxes and to the Commissioners of Income and Property Tax for the city of Westminster; he was also solicitor to the governors of the poor of the parishes of St. Margaret and St. John the Evangelist, Westminster, and joint vestry clerk (with Mr. Charles Rogers) of St. Margaret's.

MR. C. L. MESNARD.

Mr. Charles Leonard Mesnard, solicitor, of Sunderland, died on the 28th of May, at the age of 31 years. He was the son of the late Mr. Mesnard, a draper, of High-street, Sunderland, and served his articles with Messrs. Ranson & Sons, solicitors, of that town, which firm he joined on his admission as an attorney in 1865, after taking honours at the Incorporated Law Society's examination. He married a daughter of Mr. Alderman Ranson, the senior partner in the firm of which he was a member, and leaves several children.

The death is announced of the Hon. Edward Scott Gifford, a clerk in the Foreign Office, third son of the first Lord Gifford, who held successively the offices of Solicitor-General, Attorney-General, Lord Chief Justice of the Court of Common Pleas, and Master of the Rolls in the reign of George IV. Mr. Gifford expired on the 26th May, his forty-seventh birthday; his elder brother, Lord Gifford, having predeceased him on the 13th May.

Amongst the names of the gentlemen who passed the recent examination in Hindu and Mahommedan law and the laws in force in British India held by the Council of Legal Education in Lincoln's Inn Hall for admission to the bar, we observe that of Mohamed Wuhiduddin, a prince of the Mysore family, one of the most powerful and influential Mahommedan families in India. He is stated to be the grandson of the famous Tippoo Sultan.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF ATTORNEYS, SOLICITORS, AND PROCTORS IN THE METROPOLIS AND VICINITY.

The annual general court was held at the Hall of the Incorporated Law Society, on Thursday, the 23rd ult. Mr. Desborough, chairman, and Messrs. Burges, H. M. Burt, A. B. Carpenter, W. T. Carlisle, Gresham, Kelly, W. S. Masterman, T. A. Phillips, Proudfoot, Redpath, Law, J. Smith, and Boodle (secretary) and others being present.

It appeared by the report that twenty-five cases of widows and children of deceased members had during the past year been relieved by the distribution among them of £1,250; that during the same period twenty-three cases of non-members' widows and children had received the sum of £270, and that the association possessed a capital of £33,342; also that thirteen members during the past year had died, of whom eight were life members and five were annual members, and that eighteen new members had joined the association. The following officers were re-elected, viz., President, The Lord Chancellor; Vice-Presidents, Lords Chelmsford and Romilly; and Treasurer, Mr. Laurence Desborough. Mr. Samuel Steward was elected Treasurer in the place of Mr. George Harding, deceased. A vote of thanks to the chairman, the directors, and the auditors terminated the proceedings.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, on Tuesday last, at the Law Institution (Mr. Hargreaves in the chair), the question discussed was No. 499 Legal:—"A. having a moral obligation to provide for the maintenance of his illegitimate son, gave to the mother an express promise to pay an annuity of £25 a year towards the child's board and education. Can the payment of the annuity be enforced at law?" The debate was opened by Mr. Gordon in the affirmative, but ultimately decided in the negative by a slight majority.

A DRAFT REPORT OF THE JUDICATURE COMMISSION.

At the moment of going to press we have laid before us a copy of a draft report of the Judicature Commission. The Commission, the reader remembers, have long been incubating their long looked for second report, and early in February of this year a series of resolutions were made public, which we criticized at the time (*ante*, p. 281). The Commission have now reached the length of a draft or rough report, over which they are now, it is to be supposed, deliberating, before finally "settling" and giving it forth to the world. It is a copy of this draft report that is now before us.

"Our attention," the Commissioners say, "was in the first instance directed to ascertain the principles upon which the reorganisation of the Inferior Courts of civil jurisdiction should proceed, having regard to the recommendations we have already made in relation to the reconstruction of the Superior Courts."

"The practical question to be solved is, how the judicial and administrative force of the Courts may be best disposed so as to do the largest quantity of work in the simplest, most expeditious, and most efficient manner."

"The subject-matters of litigation may be ranged under three heads. It is admitted that there is a class of cases of such magnitude and complexity that they can well bear the expense of obtaining the highest ability of the bar. They can also bear the expense caused by moving the parties and witnesses to a metropolitan or central place. On the other hand, there are cases where the matter in dispute is so small that they will not bear any considerable expense for their decision. For cases of this description the tribunal must be local, and the procedure must be simple; and in the vast majority of such cases the questions are of such a character that the simplest procedure is sufficient.

"There are, therefore, two classes at least of the subject-matter of litigation,—those which can bear the expense of being tried before an elaborate and central tribunal, and those which require a cheap, simple, and local procedure and trial."

"But there is a third or intermediate class of cases, which frequently involve questions of complexity, and of serious importance to the persons interested, yet the expense of taking the parties and witnesses to any considerable distance from the place where the cause of action arose, and they probably dwell, is wholly disproportioned in most cases to the value of the matter in dispute."

The superior courts, the Commissioners observe, are adapted for the first class of cases. The county courts were expressly intended for the second class. The draft report then enters at considerable detail into the modifications of and additions to the county court system which have been made since 1846; and here the Commissioners do not omit, as strangely they did in their resolutions, the county court bankruptcy jurisdiction.

They find that, "In the result the county court is a very different institution from what it was when first established under the Act of 1846. And it is found in practice that some of its duties clash with others; that the smaller business is interfered with by the larger, and the larger by the smaller." While "inconsistencies of various kinds in the enactments which have from time to time been made with respect to the procedings in the several jurisdictions exercised by the Court show that the existing system has been built up with little regard for simplicity or uniformity."

With regard to the bankruptcy jurisdiction, they point to the "singularly anomalous result" arising from the disparity between the common law and equity limits of jurisdiction (£50 and £500).

"If on the application to a county court on a debtor's summons, or a petition for adjudication, the petitioning creditor's debt be disputed, and put in course of trial, such trial must be in a superior court of law, if it be a legal debt exceeding £50. But if the debt be an equitable debt not exceeding £500 the county court may determine it. Yet when once the debtor has been made bankrupt the county court has power to try questions to any amount and of any kind, between any persons interested in the bankrupt's estate."

The draft report further refers to appeals from county courts and security for costs, in further illustration of the working of the different jurisdictions. For remedy, the proposal, as in the resolutions, is "that the county courts should be annexed to and form constituent parts of the proposed High Court of Justice"; but we are now placed in possession of further information as to what that is to mean.

The recommendation is "that these courts—as constituent parts or branches of the High Court of Justice—should have unlimited jurisdiction over all legal demands, that is to say, plaintiffs should be able to sue in them for any amount, and whatever the nature of the claim, whether at common law, in equity, in admiralty, or in bankruptcy. In order to prevent the possibility of this working injustice or prejudice to the interests of defendants, we propose that when the claim is over £50, or when the defence involves a cross claim above that amount, or when for other sufficient reasons the defendant should desire the cause to be heard and disposed of in the superior branch of the high court, then there should be a power of transfer,—by the simple and summary process of a summons before a superior judge at chambers,—the application being supported by proof that the case is a proper one to be tried before a special jury, or to be conducted by leading counsel, or that for some special reason it ought to be heard and disposed of by a superior tribunal. So also, if in the course of a cause reason sufficient should appear, either party, by leave of a judge, should have power to remove the proceedings into the superior branch of the high court."

"We think that what is commonly called the exclusive jurisdiction at common law should be fixed at £50. We are in favour of raising the compulsory jurisdiction of the county courts to this amount, from a consideration of the large costs of contested actions in the superior courts for sums not exceeding this amount."

There is a further recommendation "that the existing restriction of jurisdiction in the county court to certain kinds of tort be done away with, and that the jurisdiction of these courts be extended to all actions of tort, which really are not more difficult than actions on contract."

£50 is proposed to be an universal limit of compulsory jurisdiction, except in equity, for which the report proposes to have the present £500 limit. In equity, moreover, the recommendation is "that the existing restriction of jurisdiction to certain proceedings specified be done away with, and that the jurisdiction in equity of the county court be extended to all matters cognisable by the High Court, without limit as to amount, but subject to the power of transfer or removal, before mentioned."

The report continues—"If these proposals should be adopted, and after the experience of a few years should be found to produce beneficial results, the erection of the county courts into local courts of first instance would naturally follow. It will, however, be proper to inquire whether the change might not be commenced at once, and proceeded with and completed gradually."

Among the defects of the present system the report insists on.—The want of a proper classification of the county court business.—The want of a more extensive power of obtaining judgment on default (this, it is recommended, should be extended to all actions, with, *in torts*, provision for assessing damages).—As to service of process, their recommendation is that service, as a rule, should be by the officers of the court, but that attorneys, when employed, should be entrusted, as in the superior courts, with the service—parties to be allowed to serve their own process at their own desire. As to the "banking system," the draft report, after considering the arguments *pro* and *con*, concludes that the evil to result from its abolition would be really outweighed by the good.

As to circuits, the Commissioners are disposed to think that the 59 circuits might be consolidated advantageously into 30, and the work of the 52 country judges done better as well as cheaper, by 26, or even less, if their duties and those of the registrars were properly modified. It is proposed that, instead of, as at present, a registrar to each court, there should be a registrar to each centre, or three or four registrars in each consolidated circuit; while at smaller places "it has been suggested" that certain attorneys might be appointed to "transact business," and issue process on stated days.

Then, as to the registrars, the recommendation is "that the registrars should be empowered to hear and dispose of cases where judgment is given by default; to fix periods for payment of debts by instalments; to hear (with certain exceptions) cases not exceeding £10, and by consent any matter within the jurisdiction of the Court, either party having the power to refer the case to the judge, but not by way of appeal; and that for these purposes they should sit in their respective principal courts, and visit the subsidiary courts annexed to them respectively, as is now done by the judges, who will thus be relieved from going to the smaller places; whilst all cases involving difficult points of law, or which the parties or the registrar might think sufficiently important to be tried by the judge, would be heard at one of the four principal centres, at which the judge would hold his court. The judge, however, should have the power, and it should be his duty to sit at any place within his circuit, if, either from the number of the witnesses, or other cause, it should appear that the case could be more conveniently tried there."

It is, of course, to be enacted that "the registrar, whether barrister or attorney, should cease to practice while holding office and exercising judicial functions."

A similar concentration being effected for the metropolis, the commission are disposed to think that four judges could do the metropolitan work, holding central courts in the future palace of justice, as well as attending on their respective consolidated circuits. The recommendation also is that "the appointments of all judges and the profits of all courts of justice" should be vested in the Crown.

The recommendations also include "the abolition of the Court of Chancery of the County Palatine of Lancaster, the Court of Common Pleas at Lancaster, and the Court of Pleas of the County Palatine of Durham, and the Admiralty Court of the Cinque Ports, the respective jurisdiction of which courts will be annexed to or become merged in the High Court," retaining, however, "the local offices or registries attached to these courts, which have been found in practice extremely useful."

The county court registry might also, it is said, as an office of the High Court, be made efficient for interlocutory proceedings of various kinds, though practically the operation of this suggestion would be confined to the large commercial centres; and the Commissioners think that it would be convenient to allow the process of the High Court to be issued at any office of the court, though the matter or thing to be performed is to be performed elsewhere.

As to procedure, they recommend that the simple and summary procedure now in use in the county court be prescribed for all cases not exceeding £50. Above £50 they think the procedure should be the same as that recommended in the first report.

It is recommended that the Registrars shall, in all cases, be paid by salary and not by fees, with allowances for officers and agents in the various towns. In order to avoid claims by compensation, it is recommended that power be given to make these alterations from time to time as vacancies occur.

As to costs, a higher and lower scale are recommended, the limit being £50 for common law and admiralty; and plaintiffs recovering in the Superior Court less than £50 to be entitled only to county court costs. Between £50 and £20 and £20 and £5 the present common law scale to remain. Below £5 no costs to be allowed as a rule, but the judge to have a discretion. Of the equity costs nothing is said, except that they require a revision, and that a higher and lower scale are advisable. Of the fees taken on the various county court proceedings, the report says they "are stated to be oppressive and to require considerable reduction and revision."

Finally it is suggested "that for the purposes of trial England and Wales should be divided into six provinces, exclusive of London. Each province would contain on an average five county court circuits and twenty county court centres, or places where principal courts are held. If the principal centre in each county court circuit were selected as the place which the judges of the superior branch of the court might be required ordinarily to visit, there would in each province be five centres or capitals for the superior judges to visit for the trial of causes."

"These provinces might bear the names of the North Western, Welsh, Midland, Eastern, and Western."

"In all these provinces (except the North Western) probably one superior judge going down four times a year, for a month at a time, could dispose of the whole of the business."

The requirements of the North Western Province, including Liverpool and Manchester, would propably be about double this. We are informed that one judge four times a year for two months at a time, or two judges four times a year for a month at a time would be required to dispose satisfactorily of the common law, equity, and admiralty business in this province, with matters arising out of bankruptcy of such a character as properly to be heard and determined by a superior judge."

The Document is marked "*to be continued.*"

COURT PAPERS.

SUMMER CIRCUITS.

HOME.—Martin and Bramwell, BB.
NORFOLK.—Byles and Keating, JJ.
WESTERN.—Mellor and Lush, JJ.
OXFORD.—Grove and Quain, JJ.
MIDLAND.—Blackburn, J., and Cleasby, B.
NORTHERN.—Willes and Brett, JJ.
NORTH WALES.—Bovill, C.J.
SOUTH WALES.—Channell, B.
The Lord Chief Baron remains in town.

Mr. Robert Harfield, solicitor, of Southampton, and of Lymington, Hants, is a candidate for the county coronership of Hants, vacant by the death of Mr. J. H. Todd, solicitor, of Winchester. Mr. Harfield has been deputy-coroner to Mr. Todd for several years.

The solicitors of Ipswich, to the number of thirty, recently dined together, in honour of Mr. S. B. Jackaman, coroner for the borough, having completed the fiftieth year of his practice, he having been admitted an attorney in 1822. The chair was occupied by Mr. J. C. Cobbold, and the vice-chair by Mr. G. C. E. Baron.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, May 31, 1872.

3 per Cent. Consols, 93¼	Annuities, April, '85
Ditto for Account, July, 93⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91⅝	Ex Bills, £1000, — per Ct. par
New 3 per Cent., 91⅝	Ditto, £500, Do — par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — par
Do. 2½ per Cent., Jan. '94	Bank o England Stock, 4½ per
Do. 3 per Cent., Jan. '75	Ct. (last half-year) 243
Annuities, Jan. '80 —	itto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79 107⅛
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73 102
Ditto 4 per Cent., Oct. '88 104	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £100 b
Ditto Enfaced Ppr., 4 per Cent. 96⅛	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	106
Stock	Caledonian	100	116½
Stock	Glasgow and South-Western	100	133
Stock	Great Eastern Ordinary Stock	100	53⅛
Stock	Great Northern	100	142
Stock	Do., A Stock*	100	165
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	114⅝
Stock	Lancashire and Yorkshire	100	159½
Stock	London, Brighton, and South Coast	100	82⅝
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	154
Stock	London and South Western	100	109½
Stock	Manchester, Sheffield, and Lincoln	100	77⅝
Stock	Metropolitan	100	64⅛
Stock	Do., District	100	32⅛
Stock	Midland	100	154
Stock	North British	100	66½
Stock	North Eastern	100	172⅝
Stock	North London	100	132
Stock	North Staffordshire	100	78
Stock	South Devon	100	71
Stock	South-Eastern	100	102½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The markets have been fairly strong thisweek, and the Bank directors have lowered the Bank-rate from 5 per cent., at which it which it was fixed on the 9th, to 4. On this the railway market, which for the moment was a little dull, became exceedingly brisk, a rise of from 1 to 2 per cent. taking place in many descriptions; this tempting realisations, the market has closed at a re-action.

Messrs. Robinson, Fleming & Co. are authorised by the Consul-General, in London, of the Republic of Paraguay, to receive subscriptions for £2,000,000 Eight per Cent. Sterling Bonds, at 85 per cent., in bonds of £100, £500, and £1,000 each with interest from April 1st. The prospectus states that the present loan has been voted by the Legislature, with a view to develope the resources of the country, and, in accordance therewith, a committee will be established in London to supervise the sale of the public lands and the application of the proceeds to the redemption of the Loans contracted in England, which affords the best proof of the good faith with which it is wished to guard the application of the money. The lists of application will be closed on or before Thursday next at 12 o'clock. The bonds are quoted 1½ to 2 premium.

The prospectus has been issued of the Anglo-American Guano Company, Limited, with a capital of £1,150,000, in 115,000 shares of £10 each, divided into 30,000 7 per cent. preference shares, and 85,000 ordinary shares. The prospectus states that the present large and rapidly-increasing demand for phosphatic guano (considered by the most eminent agriculturists of the day to be the best known fertilizer) has induced the company to purchase from the American Guano Company, which has been in operation for the last fourteen years, their business and the valuable guano deposits upon the islands of Jarvis, Baker, and Howland, all in the Pacific Ocean, within four months' sail of Liverpool or Hamburg. This guano has maintained the high average of 78 per cent. of phosphate of lime, and the quantity still available is estimated by competent engineers at upwards of 2,500,000 tons. The profits of the company are to be applied in the first instance in the payment of dividends on the preference shares at the rate of £7 per cent. per annum on the 1st of March and the 1st of September, and in their redemption by half-yearly drawings at a premium of 20 per cent. within twenty years.

THE NEW PRIVY COUNCILLOR.—The Right Hon. John George Dodson, M.P., late Chairman of Committees of the House of Commons, who has been sworn in as a member of Her Majesty's Privy Council, is the only son of the late Right Hon. Sir John Dodson, of Hurstpierpoint (Judge of the Prerogative Court of Canterbury, and Master of the Faculties), by Frances Priscilla, eldest daughter of the late George Pearson, Esq., M.D., of George-street, Hanover-square, and Tyer's Hill, Yorkshire. He was born in 1825, and was educated at Eton (where he gained the Prince Consort's prize for modern languages in 1841 and 1842), and at Christ Church, Oxford, where he obtained a first-class *in Literis Humanioribus* in 1847. He was called to the Bar at Lincoln's Inn, in June, 1853, but does not seem to have practised. In July, 1852, he unsuccessfully contested East Sussex, and was again defeated in March, 1857, but was returned at the general election in April of the same year, since which time he has retained his seat. He was elected Chairman of Committees of the House of Commons in 1866, but resigned his office a few months ago, soon after the retirement of Mr. Speaker Denison, when he was succeeded by Mr. J. Bonham-Carter; he was also Chairman of Ways and Means, and Chairman of Referees. As a legislator, Mr. Dodson promoted the repeal of the hop duties, which were abolished in 1862; the University Voting Papers Act, passed 1861; the Oxford University Tests Abolition Bill, which was defeated by a majority of two; and the County Voters' Registration Bill, read a second time in 1864. He married, in 1856, Florence, second daughter of W. J. Campion, Esq., of Danny, Sussex, and by her he has a family of one son and three daughters.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 28.—By Messrs. FAREBROTHER, CLARK & Co.

Deptford, Nos. 1 and 3, Reginald-road, term 82 years. Sold £400.

Nos. 2, 4, 6, and 8, Octavius-street, term 83 years. Sold £500.

By Mr. VIRGOE BUCKLAND.

City, No. 1, Little Bush-lane, and 156A, Upper Thames-street, freehold. Sold £4,200.

Surplus property of the London and South Western Railway Company—Malden, an enclosure of freehold land, containing 1a. 2r. 28p. Sold £335.

A ditto, containing 3a. 0r 22p. Sold £440.

A plot, 80 ft. by 400 ft. Sold £180.

Three plots. Sold £175 each.

Wandsworth-common.—An inclosure of land, containing 1a. 3r. Sold £540.

By Messrs. BROAD, PRITCHARD & WILTSHIRE.

Pentonville.—No. 48, Great Percy-street, term 44 years. Sold £430.

No. 50, adjoining. Sold £440.

Harrow-road.—No. 59, Clarendon-street, term 80 years. Sold £330.

By Messrs. PRICE & CLARK.

Wapping.—Nos. 57 and 59, Old Gravel-lane, freehold. Sold £655.

By Mr. H. O. MARTIN.

Hackney, ground rents of £38 per annum, term 65 years. Sold £650.

A ditto of £30 per annum, term 12 years. Sold £200.

Strand, No. 400, the lease of, term 13 years. Sold £500.

By Mr. F. STATHAM HOBSON.

Dalston, Nos. 58, 60, 62, and 64, Norfolk-road, term 89 years. Sold £1,245.

By Messrs. HARDS, VAUGHAN, & LEIFCHILD.

Hornsey-road, No. 1, Asquith-terrace, freehold. Sold £980.

No. 2 adjoining. Sold £520.

No. 3. Sold £370.

No. 4. Sold £710.

No. 5. Sold £560.

No. 1 and 2, Aboukir-villas, freehold. Sold £410.

Freehold manufacturing premises. Sold £820.

Wilmington, five freehold dwelling houses. Sold £600.

Staines, Knowle-green House and 6 acres freehold. Sold £5,100.

Mile-end, 89, Cambridge-road, term 60 years. Sold £230.

Deptford, No. 40, Old King-street, freehold. Sold £110.

AT GARRAWAY'S TAVERN.

By Messrs. LOUND & STRANSOM.

Marylebone, the lease and goodwill of the Coachmakers' Arms, term 13 years. Sold £1,475.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GULLY—On May 26, at 98, Bedford-street, Liverpool, the wife of William Gully, Esq., barrister-at-law, of a daughter.

MARCY—On May 24, at 34, Elsham-road, Kensington, W., the wife of George Nichols Marcy, barrister-at-law, of a daughter.

MEDD—On May 29, at Harewood-square, the wife of Charles S. Medd, Esq., barrister-at-law, of twin daughters (one stillborn).

WHITTINGTON—On May 26, at Snaresbrook, the wife of Thomas Whittington, of 18, Spital-square, solicitor, of a daughter.

MARRIAGES.

EDWARDES—DOBSON—On May 22, at St. Paul's, York, Edgecumbe Ferguson Edwardes, of the Inner Temple, London, and Windleham Hall, Surrey, barrister-at-law, to Emily Gair, daughter of the late Joseph Dobson, Esq., of Selby.

PONTING—HOTCHKIN—On May 23, at St. James's Church, Norland, Notting-hill, Thomas Ponting, Esq., solicitor, of Warminster, Wilts, to Annie, eldest daughter of William Lambert Hotchkin, Esq., of 50, Norland-square, Notting-hill.

DEATH.

MOORE—On May 26, at 1, Kent-terrace, Regent's-park, Isabella, wife of Henry O'Hara Moore, Esq., barrister-at-law, aged 25.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, May 28, 1872.

Routh, Robt Alfd, & Wm Stacey, Southampton-st, Bloomsbury, Attorneys and Solicitors. May 14

Winding up of Joint Stock Companies.

FRIDAY, May 24, 1872.

LIMITED IN CHANCERY.

Appletreewick Lead Mining Company (Limited).—Petition for winding up, presented May 23, directed to be heard before Vice Chancellor Malins on June 7. Raw, Furnival's-inn; agent for Robinsons, Settle, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 24, 1872.

Prance, Jas Vaughan, Lincoln's inn fields, Gent. July 1. Ennor v Farrar, V.C. Wickens. Chapple, Carter lane

Wilson, Joseph, Church row, Bethnal green, Chenille Manufacturer. June 24. Wilson v Brown, V.C. Malins. Dunne, Princes st, Spital-fields

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, May 24, 1872.

Bertram, Alex, Newcastle-upon-Tyne, Provision Merchant. July 13. v Watson, Newcastle-upon-Tyne

Bingham, Eliza, Audby, Lincoln, Widow. July 1. Bell, Louth

Bingham, Thos, Audby, Lincoln, Farmer. June 19. Bell, Louth

Clark, Sophia, Legbourne, Lincoln, Widow. June 19. Bell, Louth

Constable, Rev Jas Powell Goulton, Cotesbach Rectory, Leicester, June 24. Harris, Rugby

Duncuff, Jas, Longsight, Lancashire. July 1. Clegg & Son, Oldham

Eaton, Saml, Newcastle-under-Lyme, Stafford, Tailor, July 20. Litchfield, Newcastle-under-Lyme

Frampton, Geo, Poole, Dorset, Merchant. July 1. Dickinson, Poole

Freeland, John, Cambridge gdns, Notting hill, Solicitor. Aug 24. Bowker, Gray's inn sq

Haigh, John Wm, Berry Brow, nr Huddersfield. June 21. Haigh, Huddersfield

Hall, Joseph, Hillingdon Heath, Middx, Gent. June 24. Poncione, jun, Raymond bldgs, Gray's inn

Harwood, Hy, Aston-juxta-Birm, Gent. July 1. Blewitt, Birm

Hinrichsen, Eliz, Highbury New pk, Widow. July 6. Morris & Co, Finsbury circus

Holroyd, Danl, Salem, Oldham, Lancashire. June 30. Mellor, Oldham

Hornby, Saml, Weaverham, Cheshire, Farmer. July 1. Green & Dixon, Northwich

Hoyle, Jas, Rochdale, Lancashire. June 30. Mellor, Oldham

Hunt, Geo, Portsmouth, Engineer R.N. June 14. Hildreth & Ommanney, Norfolk st, Strand

Jeffries, Jas Robt, & Emma Harvey Jeffries, The Limes, Spring grove, Isleworth. June 30. Spyer & Son, Winchester House, Old Broad st

Knight, Isabella Jane, Florence, Italy, Spinster. June 30. Currie & Williams, Lincoln's inn fields

Niblett, Edwd, Orcop, Hereford, Innkeeper. July 5. Sayce, Abergavenny

Osborne, Sarah, Small Heath, Aston, Warwick, Widow. July 18. Reece & Harris, Birm

Pain, Thos, Southweald, Essex, Horsedealer. June 29. Lewis & Sons, Bronswood

Peach, Jas, Ashborne, Derby, Gent. July 1. Bamford

Pottiary, Mary, Dorset sq, Spinster. July 8. Sowton, Bedford row

Scott, Catherine, Newcastle-upon-Tyne, Spinster. July 1. Falconar, Newcastle-upon-Tyne

Smith, Jane, Southport, Lancashire, Widow. June 20. Welsby & Hill, Southport

Smith, John, Southport, Lancashire, Hatter. June 20. Welsby & Hill, Southport

Stephenson, Jas, Wainfleet All Saints, Lincoln, Machineman. July 1. Bassitt, Wainfleet

Stevenson, Saml Woodward, March, Cambridge, Common Brewer. June 29. Dawbarn & Wise, March

Teale, Benj, Lucknow, India, Private. Aug 1. Upton, Leeds

Tong, Mary, Bolton, Lancashire, Draper. July 1. Ramwell & Co, Bolton

Tooth, Edwin Forster, Tunbridge Wells, Sussex. June 22. Wheeler, Victoria st, Westminster

Trethewy, Hy, Grampound, Cornwall, Gent. July 1. Chilcott, Truro

Wyndham, Chas, Tower of London, Lieut-Col. Aug 24. Bowker & Freeland, Gray's-inn-sq

Bankrupts.

FRIDAY, May 24, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Frost, Robt Jas, Old Kent-rd, Ironmonger. Pet May 22. Spring-Rice. June 7 at 11

To Surrender in the Country.

Clark, John Fluett, Reading, Berks, Grocer. Pet May 18. Collins. Reading, June 8 at 12

Dent, John, Mitcham, Surrey, Licensed Victualler. Pet May 17. Rowland. Croydon, June 4 at 11

Hatheriy, Joseph, Bristol, Builder. Pet May 22. Harley. Bristol, June 5 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, May 24, 1872

Bell, Harry, Camberwell-rd, no occupation. April 27

Connell, Thos, St Mark's-crescent, Notting-hill, Clerk. April 25

Reade, Philip Wm Villiers, Ryde, I of W, Gent. May 16

TUESDAY, May 28, 1872.

Easted, Wm, Stanton, Suffolk, Farmer. May 25

Hadland, John Thos, Penge, Surrey, Comm Agent. May 14

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 24, 1872.

Apperley, David, Dudbridge, Gloucester, Woollen Cloth Manufacturer June 13 at 12, at offices of Croome, Cainscross, Stroud. Davis

Baker, Joseph, Sloane sq, Chelsea, Linendraper. June 3 at 2, at offices of Jones & Hall, King's Arms yd, Moorgate st

Baker, Joseph, Birm, Poulterer. June 5 at 3, at offices of Pary, Bennett's hill, Birm

Bell, John, Brampton, Cumberland, Butcher. June 6 at 2, at the White Lion Inn, High Cross st, Brampton. Forster, Brampton

Brown, Joseph, Oakfield rd, Croydon, Contractor. June 10 at 3, at the Guildhall Coffee house, Gresham st. Chidley, Old Jewry

Cairns, Thos, Sunderland, Publican. June 6 at 2, at the Marine Tavern, Low st, Sunderland. Hope, Sunderland

Cleary, Wm, Bolton, Lancashire, Photographer. June 6 at 3, at offices of Dawson, Exchange st, East Bolton

Cook, Hy, Chippenham, Wilts, out of business. June 7 at 2, at the Commercial Rooms, Small st, Bristol. Beckingham, Bristol

Crawford, Robt Jas, Smith sq, Westminster, Veterinary Surgeon. June 3 at 1, at offices of Smyth, Rochester row, Westminster

Creegh, Hy Luscombe, West Derby, Lpool, Bookkeeper. June 7 at 3, at office of Vine, Cable street Liverpool

Davies, Joseph Goff, Leicester, Boot Manufacturer. June 5 at 3, at offices of Spooner, Bank-buildings, Leicester.

Fenemore, Henry, and George William Herd, Egham, Surrey, Pork Butchers. May 30 at 2, at offices of Miller & Miller, Sherborne lane. Spiller, Egham

Fisher, Frederic, Great Tower st, Merchant. June 13 at 3, at the Corn Exchange Tavern, Mark lane. Sorrell & Son, Great Tower st

Garside, William, Rochdale, Lancashire, Wool and Waste Dealer. June 14 at 3, at offices of Holland, Baillie st, Rochdale

Goodrich, Jeromo, Brighton, Sussex, Portrait Painter. May 21 at 3, to be held at offices of Webb, 8, Union st, Brighton

Gupwell, Daniel, Marylebone lane, Licensed Victualler. June 3 at 1, at offices of Allen, 17, Brunswick sq

Guy, William Paul, and John Horsfield, Bishopgate st Without, Hosiers. June 3 at 3, at offices of Foreman & Cooper, Gresham st. New, Basinghall st

Hammond, William, Southampton, Butcher. June 7 at 3, at offices of Bradby & Robins, Portland st, Southampton

Harbert, William, Peascod st, New Windsor, Berks, Dairyman. June 13 at 3, at offices of Durant, Clarence villa, New Windsor

Hole, William Bowdidge, High West st, Dorchester, Fishmonger and Poulterer. June 12 at 11, to be held at the Crown Hotel, Weymouth. Weston, Dorchester

Hollies, Wm, Selly Oak, Worcester, Butcher. June 6 at 10, at office of Eaden, Bennett's hill, Birm

Houliston, Georgina McLean, Blandford Forum, Dorset, Milliner. June 12 at 12, at the Railway Hotel, Blandford Forum. Moore, Wimborne Minster

Howard, Chas, jun, Englefield Green, Surrey, Grocer. June 3 at 3, at office of Spiller, Egham

Johnson, Jas Hill, Leicester, Stonemason. June 10 at 12, at offices of Marriv & Son, Friar lane, Leicester

Jones, Martha Helena, High st, Croydon, Milliner. May 27 at 12, at office of Darville, Finsbury pavement

Jones, Jas, Ludlow, Salop, Tailor. June 13 at 12, at the Elephant and Castle Inn, Ludlow. Walker, Church Stretton

King, John Cornish, Newgate st, no business. June 3 at 2, at offices of Birchall, Southampton bldgs, Chancery lane. Harrison, Furnival's inn, Holborn

Koppel, Albert, Stamford rd, Kingsland rd, Gut Dealer. June 10 at 2, at the Mason's Hall Tavern, Mason's avenue, Basinghall st. May Princes st, Spital sq

Lake, Chris John, High st, South Norwood, Grocer. May 30 at 3, at 134, Leadenhall st. Stocken & Jupp

Levy, Nathaniel, Little Alie st, Goodwin's fields, Printseller. June 3 at 2, at office of Foole, Bartholomew close

Lumley, Alfd, Bury pl, Bloomsbury, Jeweller. June 14 at 2, at 75A, Strand. Hicks, Salisbury st, Strand

Morales, Fredk Rosas, Fernhead rd, Westbourne pk, Mercantile Clerk. June 1 at 11, at office of Davis, Bedford row, Holborn

Norton, Fredk, & Chas Norton, Manch, Grocers. June 6 at 3, at office of Addleshaw, King st, Manch

Oden, Thos, Cooksbridge, Sussex, Builder. June 11 at 12, at offices of Hillman, Cliffe, Lewes

Parker, Robt Somers, sen, Shepton Mallet, Somerset, Butcher. June 3 at 11, at office of Essery, Guildhall, Broad st, Bristol

Pocock, Rich Rickword, Bristol, Commercial Traveller. June 1 at 11, at office of Stevens, Bristol chambers, Nicholas st, Bristol

Pullen, Thos Jas, Stanstead rd, Forest hill, Clerk. June 4 at 4, at 77, Broke rd, Dalston

Reynolds, Thos, Neen Savage, Salop, Farmer. June 5 at 5, at office of Saunders jun, Mill-st, Kidderminster

Rhodes, Wm, Tintwistle, Cheshire, Grocer. June 11 at 3, at offices of Addleshaw, King st, Manch

Robinson, John, Stockport, Lancashire, Coal Merchant. June 10 at 11, at office of Beetc & Edgar, George st, Manch

Simmons, Wm, & Hy Simmons, Piccadilly, Tobacconists. June 13 at 3, at office of Brighten, Bishopsgate st Without

Smith, Geo, Ormskirk, Lancashire, Common Brewer. June 12 at 2, at office of Welsby & Hill, Derby st, Ormskirk

Smith, Henry Charles, Brighton, Sussex, Licensed Victualler. June 14 at 3, at the offices of Mills, 42, Bond st, Brighton

Spencer, James, Everton, Nottingham, Common Brewer. June 1 at 12, (and not May 28, as previously advertised) at the offices of Marshall & Sons, East Retford. Bescoby, East Retford.

Stern, Henry, Ann st, Birmingham, Glass Writer. June 4 at 3, at the offices of Parry, Bennett's-hill, Birmingham.

Stokes, John, Hall-green, Stafford, Iron Founder. June 6 at 11, at the Bull's Head Inn, Bradley. Slater, Darlaston.

Tate, Hy Chas, Swansea, Glamorgan, Licensed Victualler. May 30 at 3, at offices of Beer & Bull, Quay parade, Swansea

Todd, John, Dunstable, Bedford, Journeyman Printer. June 8 at 11, at the office of Shepherd, Park st West, Luton. Neve, Luton

Whitfield, Allison, jun., Newcastle-upon-Tyne. June 5 at 11, at the offices of Hopper, Grainger st, Newcastle-upon-Tyne.

Young, William, Birmingham, Builder. May 28 at 2, at the office of Duke, Christ Church passage, Birmingham.

TUESDAY, May 28, 1872.

Appleyard, Thos, Camblesforth, York, Joiner. June 18 at 11, at the Downe Arms, Snaith

Base, John, Ipswich, Suffolk, Builder. June 7 at 3, at 6, Tower st, Ipswich. Smith

Bayley, Lewis, Canwell, Stafford, Gent. June 11 at 12, at offices of Hawkes, Temple st, Birm

Beadell, Fras John, Norland ter, Notting hill, Confectioner. June 17 at 2, at offices of Abrahams & Boffey, Old Jewry

Bellamy, John, Leeds, Tailor. June 10 at 3, at offices of Fawcett & Malcolm, Park row, Leeds

Bellinger, Wm, Withington, Gloucester, Publican. June 11 at 11, at offices of Bordie, Bedford bldgs, Cheltenham

Bent, Hillary, Ramsgate, Kent, Ship Chandler. June 10 at 3, at 1, York st, Ramsgate. Edwards

Biddle, John Albert, Birm, Book Clasp Manufacturer. June 14 at 12, at offices of Jeif & Goule, Newhall st, Birm

Birk, Edwd, Birm, Auctioneer. June 10 at 3, at offices of Wright & Marshall, Townhall chambers, New st, Birm

Bradbbins, Geo Wm, Wolverhampton, Stafford, Hair Dresser. June 7 at 11, at offices of Creswell, Bilston st, Wolverhampton

Brasier, Richd, Kingsland rd, Licensed Victualler. June 6 at 2, at offices of Walter & Mocjon, Southampton st, Bloomsbury

Burn, John, Crook, Durham, Grocer. June 7 at 12, at offices of Benson & Co, Westgate rd, Newcastle-upon-Tyne. Hodge & Harle, Newcastle-upon-Tyne

Clarke, Adam Alfd, Newark-upon-Trent, Notts, Draper. June 7 at 12, at the White Hart Hotel, Retford. Belk, Nottingham

Collin, Campbell, & Geo Wilson, Lpool, Bedding Manufacturers. June 10 at 2, at offices of Etty, Lord st, Lpool

Cooper, Richd Fredk, Erdington, Warwick, Button Manufacturer. June 10 at 3, at offices of Parry, Bennett's hill, Birm

Cox, John, Wolverhampton, Stafford, General Dealer. June 13 at 11, at office of Fellows, Mount pleasant, Bilston

Dusk, Rev Jonathan Wm, Wickford, Essex, Clerk in Holy Orders. June 13 at 1, at offices of Coodge, Clifford's inn, Fleet st

Elliott, John Geo, Brampton, Cumberland, Printer. June 13 at 2, at the Howard Arms Hotel, Brampton. Forster, Brampton

Evans, Joseph, & John Hy Hall, Northampton, Shoe Manufacturers. June 14 at 11, at office of Jeffery & Son, Newland, Northampton

Evans, Wm, Canton, Glamorgan, Ironmonger. June 8 at 12, at offices of Barnard & Co, Crockherbtown, Cardiff. Griffith, Cardiff

Freeman, Joseph, Launton, Oxford, Licensed Victualler. June 13 at 12, at the Oxford Temperance Hotel, New rd, Oxford. Berridge, High st, Marylebone

Fryer, Joseph, West Hartlepool, Durham, Builder. June 11 at 3, at offices of Bell, Church st, West Hartlepool

Gibbs, Robt, Cranbrook, Kent, Innkeeper, no occupation. June 13 at 3, at office of Jones, South sq, Gray's inn

Gilbridge, Wm, South Penge pk, Surrey, Builder. June 3 at 3, at offices of Benton & Lucas, Friars st, Finsbury

Gothard, Reuben, Kingston-upon-Hull, Tailor. June 5 at 11, at the White Horse Hotel, Commercial st Leeds. Sparr

Green, Alfd, Leeds, Printer. June 11 at 11, at offices of Scott, Albion st, Leeds

Hardcastle, John, Billinge Higher end, Lancashire, Joiner. June 19 at 11, at office of Tennon, Churchgate, Market pl, Wigan

Hogg, Robt John, Regent st, Gloucester, Comm Agent. June 13 at 10, at office of Earl, Crescent row, Birm

Hopkins, Jas, Methwold, Norfolk, Blacksmith. June 10 at 11, at the Bell Inn, Methwold. Chittock, Norwich

Hunnam, Hy, Houghton-le-Spring, Durham, Draper. June 11 at 12, at offices of Wright, John st, Sunderland

Jary, Alfd, Spixworth, Norfolk, Farmer. June 12 at 12, at offices of Emerson & Sparrow, Rampant Horse st, Norwich

Jenks, Geo, Brent Bridge, Hendon, Middx, Job Master. June 12 at 3, at offices of Ablett, Cambridge ter, Hyde pk

Keating, Jeffery, Cleator Moor, Cumberland, Inkeeper. June 7 at 11, at offices of Lumb & Howson, Queen st, Whitehaven

Landsberger, Sigismund, Cullum st, Comm Merchant. June 7 at 12, at the Guildhall Tavern, Gresham st. Murray, Gt St Helen's

Lloyd, Wm, Aberdare, Glamorgan, out of business. June 10 at 11, at offices of Rosser & Phillips, Cannon st, Aberdare

Moore, Edwd, Tewkesbury, Gloucester, Hosiery Manufacturer. June 10 at 3, at office of Stroud, Clarence parade, Cheltenham

Morrison, Jemima, East India rd, Poplar, Timber Merchant. June 10 at 11, at offices of Russel, Walbrook

Nicholls, Geo Fredk, Cheltenham, Gloucester, Hotel Keeper. June 8 at 1, at offices of Gabb, Crescent parade, Cheltenham

Oakley, Ann, Gloucester, Widow. June 8 at 12, at offices of Jaynes, Clarence st, Gloucester

Palmere, Chas John, Ironbridge, Salop, Artist. June 11 at 11, at office of Osborne, New st, Shifnal

Peck, Bobt Arthur, Phœnix st, Somers town, Hair Dresser. June 4 at 2, at offices of Marshall, Hatton garden. Hope, Serle st, Lincoln's inn

Purdy, Wm, York, Draper. June 14 at 2, at offices of Calvert, Lendal, York

Redgrave, Edmd John, Gt Yarmouth, Norfolk, no occupation. June 17 at 12, at offices of Palmer, South quay, Gt Yarmouth

Rogers, John, Chester, Mercer. June 10 at 12, at the Palatine Hotel, Manch. Tibbits

Shaw, Thos, Park, Notts, Agent. May 30 at 12, at office of Belk, High pavement, Nottingham

Sheldon, Chas Eyland, Walsall, Stafford, Grocer. June 12 at 11, at offices of Duignan & Co, The Bridges, Walsall

Smith, Robt, Fakenham, Norfolk, Plumber. June 10 at 1, at offices of White & Sons, Bedford row. Cates, Fakenham

Stringer, Elizabeth, Brigg, Lincoln, Innkeeper. June 8 at 11, at the Woolpack Inn, Brigg. Hett & Co, Brigg

Sykes, Edwin, Marsden, York, Innkeeper. June 4 at 3, at offices of Sykes, New st, Huddersfield

Taylor, Geo, Stoke-upon-Trent, Stafford, Grocer. June 8 at 3, at the Glebe Hotel, Glebe st, Stoke-upon-Trent. Cowlishaw, Uttoxeter

Tew, Herbert, Hinckley, Leicester, Manufacturer of Hosiery. June 14 at 12, at the Bell Hotel, Leicester. Wilson

Vigar, Jas, Brighton, Sussex, Greengrocer. June 14 at 11, at 42, Bond st, Brigeton. Mills

Ware, Geo Robt, Marchmont st, Russell sq, Chocolate Maker. June 10 at 2, at offices of Lanear & Stewart, Abchurch lane

Watkin, John, Birm, out of business. June 7 at 3, at the Vine Hotel, Stafford. Parry, Birm

Wells, Jas Briggs, Lpool, Miller. June 13 at 2, at office of Vine, Cable st, Lpool. Grocott & Browne, Lpool

Whitehouse, John, Wolverhampton, Comm Agent. June 12 at 3, at offices of Stratton, Queen st, Wolverhampton

Wilkins, Arthur Fredk, & Nelson Earnest Webb, Frome, Somerset, Wollen Cloth Manufacturers. June 12 at 12, at offices of Stone & Sparks, Townhall, Bradford-on-Avon

Wilkins, Wm, Narberth, Pembroke, Cabinet Maker. June 20 at 12, at office of Lascelles, Narberth

Williams, John, Michael, Llamberis, Carnarvon, Tailor. June 7 at 3, at office of Roberts, High st, Bangor